

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHattel AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

3 0 6

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerke to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Joseph E. Boden

Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND

FILED AND RECORDED AUGUST 16th 1954 at 3:00 P.M.

This Mortgage, Made this 26th day of August,
in the year Nineteen Hundred and Fifty Four, by and between

Louis R. Joyce and Mildred L. Joyce, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

George Williams and Ethel Pearl Williams, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said George Williams and Ethel Pearl Williams, his wife, as tenants by the entireties, in the full and just sum of Six Thousand One Hundred (\$6,100.00) Dollars, for which they have given their promissory note of even date herewith payable with interest at the rate of 4% per annum in monthly payments on the principal and interest of not less than \$100.00, interest to be calculated monthly and each monthly payment to be applied first to interest and balance to reduction of principal, the first monthly payment to be due and payable on October 1, 1954, and thoh on the first of each month thereafter until said principal and interest have been paid in full, the interest for the first month to start on September 1, 1954.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of land lying in LaVale Boulevard Section, near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 43 on the plat of said LaVale Boulevard Section, which plat is recorded among the Land Records of Allegany County in Liber No. 137, folio 499, which is described as follows:

Beginning for the same at a point on the Westerly side of LaVale Boulevard, at the end of the first line of Lot No. 42, and running thence with the Westerly side of the aforesaid LaVale Boulevard, North 48 degrees 20

minutes West 50 feet; thence at right angles to the westerly side of Lavale Boulevard, South 41 degrees 40 minutes West 130 feet to the Easterly side of Garate Lane "C"; thence with the Easterly side thereof, South 48 degrees 20 minutes East 50 feet to the end of the second line of Lot No. 42; thence reversing said second line, North 41 degrees 40 minutes East 130 feet to the place of beginning.

That the said property conveyed by George Williams et ux to the said Louis R. Boyce et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, and subject to the restrictions therein referred to, this mortgage being given to secure part of the purchase price for said property. Reference to said deed and the plat aforementioned is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ parties of the first part, their _____ heirs, executors, administrators or assigns, do and shall pay to the said _____ parties of the second part, their _____ executor, administrator or assigns, the aforesaid sum of _____

- - - - -Six Thousand One Hundred (\$6,100.00) Dollars- - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____ parties of the first part _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

_____ parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____ parties of the second part, their _____

heirs, executors, administrators and assigns, or _____ Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

_____ parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors _____ their _____ representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least six thousand (\$6,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Joyce Loretta Dorsey
Joyce Loretta Dorsey

Louis R. Boyce [SEAL]
Mildred L. Boyce [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of AUGUST, in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louis R. Boyce and Mildred L. Boyce, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George Williams and Ethel Pearl Williams, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.



James J. Neunaber
Notary Public.

Completed and Recorded 143
to page 24

FILED AND RECORDED AUGUST 26th 1954 at 3:20 P.M.



This Mortgage, Made this 26th day of August,
in the year nineteen hundred and fifty-four by and between

FRANCES L. SIEVER, unmarried,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said party of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - FIVE THOUSAND and 00/100 - - - - - Dollars, on
- - Fifty - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said party of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said party of the first part do es hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground situated on the East side of South Centre Street, in the City of Cumberland, Allegany County, State of Maryland, the same being known as No. 112 S. Centre Street (year 1937) and more particularly described as follows to wit:

BEGINNING for the same at the end of the first line of a lot of ground conveyed to Sallie M. Twigg by deed dated August 15, 1901, and recorded among the Land Records of said County in Liber T. L. No. 88, Folio 563, and running thence with the Easterly side of South Centre Street, South 13 degrees East 20 feet to the Northerly edge of an alley known as Oak Alley, thence with said edge of said Alley, 102 feet in an Easterly direction to an alley known as Ash Alley, thence with the Western edge of said Ash Alley, North 13 degrees West 20 feet to the end of the second line of said Twigg lot, thence reversing said second line of said Twigg lot, 102 feet in a Westerly direction to the place of beginning on South Centre Street.

IT being the same property which was conveyed by Godfrey C. Siever et ux to Frances L. Siever by deed dated June 19, 1950 and recorded in Deeds Liber No. 231, folio 70 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said party of the first part makes, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on her part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
- - - Five Thousand and 00/100 - - - - - Dollars with five
per cent interest thereon, payable in 130 monthly payments of not less than \$50.00 each,
on or before the 14th day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 14th
day of September, 1954, at the office of the said Western Maryland Building and Loan
Association, Incorporated. The final payment, if not sooner paid, to be due on the 14th day of June,
1965.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand and 00/100) (\$5,000.00) - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the party of the first part as their interest may appear.

WITNESS the hands and seals of the said party of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Frances L. Siever (SEAL)
FRANCES L. SIEVER (SEAL)

State of Maryland,

Alleghany County, to wit:

I hereby certify that, on this 26th day of August, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Alleghany County, personally appeared Frances L. Siever, unmarried, and she acknowledged the foregoing mortgage to be her act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 26th day of August, 1954.



Patty Ann Davis
Notary Public

FILED AND RECORDED AUGUST 26th 1954 at 3:45 P.M.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 24th day of August, 1954, by William H. Spiker of Allegany County, in the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage bearing date March 17, 1952, and recorded in Mortgage Liber No. 261, folio 480, one of the Mortgage Records of Allegany County, Maryland, the land and premises therein described became limited and assured unto the said William H. Spiker by way of Mortgage from Glenn Elwood Bittinger and Jennie Mae Lynch to secure the sum of Thirty-Eight Hundred (\$3800.00) Dollars, together with the interest thereon all as therein set forth, and

WHEREAS, the said Jennie Mae Lynch has since intermarried with William H. Spiker and is now Jennie M. Spiker, and

FURTHER WHEREAS, the said Glenn Elwood Bittinger and Jennie Mae Spiker have since sold one of the properties described in said Mortgage, and in order to convey the same free and clear of the lien thereof as above set forth have requested the said William H. Spiker to release the property so sold from the lien of said Mortgage, all of which, he agrees to do and perform.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, the said William H. Spiker does hereby release and discharge from the lien of said Mortgage, all that lot or parcel of ground situated in Election District No. 27 in the Village of Gilmore, Allegany County, Maryland and particularly described as follows:

BEGINNING at a stake standing on the Northwesterly limits of the Cumberland and Pennsylvania Railroad Company's main line track, said stake being also at the end of 105.1 feet on a line drawn South 46 degrees 6 minutes West from the beginning of a whole tract known as "Pebbles Tannery", and running thence with the limits of the aforesaid right-of-way, South 46 degrees 6 minutes West 76.88 feet to a stake, thence North 43 degrees West 140.03 feet to a stake standing on the center line of an alley 14 feet wide, thence with said alley center line, North 45 degrees 39 minutes East 72.15 feet to a stake, thence South 44 degrees 57 minutes East 140.51 feet to the beginning, containing .24 of an acre, more or less.

It being understood that the above described property shall be and remain clear from the lien of said Mortgage above referred to, it being understood, however, that this Release shall not in any way affect the lien of said Mortgage upon the

remaining property described therein.

WITNESS

James M. Elze

William H. Spiker (SEAL)
William H. Spiker

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY THAT ON THIS 24th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Spiker, and he acknowledged the foregoing Deed of Partial Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

7

James M. Elze
Notary Public



FILED AND RECORDED AUGUST 26th 1954 at 2:15 P.M.

THIS PARTIAL DEED OF RELEASE, Made this 23rd day of August, 1954, by and between THE FIRST NATIONAL BANK OF MOUNT SAVAGE, MARYLAND, a national banking corporation, party of the first part, and JAMES SNYDER and JESSIE PEARL SNYDER, his wife, of Mount Savage, Maryland, parties of the second part, WITNESSETH:

WHEREAS, the said James Snyder and Jessie Pearl Snyder, his wife, together with Ray B. Shaffer and Dorothy Shaffer, his wife, did heretofore join in the execution of a certain mortgage in favor of The First National Bank of Mount Savage, Maryland, ^{to} secure the sum of \$3500.00, said mortgage is dated November 27, 1946, and is

of record in Mortgage Liber No. 189, folio 372, in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and which said mortgage includes the property hereinafter referred to, together with other property therein described, and

WHEREAS, the said James Snyder and Jessie Pearl Snyder, his wife, have requested that the property belonging to them and hereinafter referred to and granted be released from the lien, operation and effect of said mortgage, and to which said request the said The First National Bank of Mount Savage has consented and agreed,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by the parties of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns, all of that property described in the aforesaid mortgage and which was conveyed to the said parties of the second part by deed of Harry O. Porter and wife to the said James Snyder and Jessie Pearl Snyder, his wife, by deed dated May 23, 1933, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 169, folio 385.

TO HAVE AND TO HOLD the said property unto the parties of the second part, in fee simple, free and clear of the lien, operation and effect of the above mentioned mortgage and to be held by the said parties of the second part in the same manner as if the said mortgage had not been made; said mortgage, however, shall remain and be a lien on the other property conveyed by and described and covered in the same.

WITNESS the signature of the party of the first part hereto the day and year above written.

ATTEST:

THE FIRST NATIONAL BANK OF MOUNT SAVAGE, MARYLAND.

BY L. A. Fannon
President



STATE OF MARYLAND, ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of August, 1954, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LAWRENCE A. FANNON, who acknowledged himself to be the President of The First National Bank

of Mount Savage, Maryland, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.



WITNESS my hand and Notarial Seal the day and date above written.

Betty Blank
Notary Public.

FILED AND RECORDED AUGUST 26th 1954 at 3:45 P.M.

This Mortgage, Made this 24th day of August in the year nineteen hundred and fifty-four, by and between

Vernon Bittinger and Orpha Bittinger, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Vernon Bittinger and Orpha Bittinger, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirteen Hundred Fifty (\$1350.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with

the interest thereon, the said

Vernon Bittinger and Orpha Bittinger, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said **The Liberty Trust Company**, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Election District No. 27, in the Village of Gilmore, Allegany County, Maryland, particularly described as follows:

BEGINNING at a stake standing on the Northwesterly limits of the Cumberland and Pennsylvania Railroad Company's main line track, said stake being also at the end of 105.1 feet on a line drawn South 46 degrees 6 minutes West from the beginning of a whole tract known as "Peeble's Tannery" and running thence with the limits of the aforesaid right of way, South 46 degrees 6 minutes West 76.80 feet to a stake, thence North 43 degrees West 140.03 feet to a stake standing on the centerline of an alley 14 feet wide, thence with said alley centerline, North 45 degrees 39 minutes East 72.15 feet to a stake, thence South 44 degrees 57 minutes East 140.51 feet to the beginning, containing .24 of an acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Glenn E. Bittinger, unmarried, and Jennie M. Spiker, by deed dated the 22nd day of July, 1954, and duly recorded among the Land Records of Allegany County, and by another deed from William H. Spiker, husband of Jennie M. Spiker, dated the 18th day of August, 1954, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto ~~belonging~~ or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred Fifty (\$1350.00) ---- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or

making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred Fifty (\$1350.00) -- -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James S. McEwen

Vernon Bittinger (SEAL)
Vernon Bittinger

Orpha Bittinger (SEAL)
Orpha Bittinger

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Vernon Bittinger and Orpha Bittinger, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James S. McEwen
Notary Public

FILED AND RECORDED AUGUST 27th 1954 at 12:55 P.M.
PURCHASE MONEY

This Mortgage, Made this 26th day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
Frank E. McCreary and Marilyn R. McCreary, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-two Hundred & 00/100 - - - - - (\$6200.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-seven & 43/100 - - - - - (\$47.43) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated and lying on the westerly side of Springdale Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning for the same on the westerly side of Springdale Street (as now located) at a stake standing South 10 degrees East 14-7/10 feet from the southeast corner of the foundation wall of the main building of the frame house now owned by Mary Beeche, and also standing South 75 degrees East 11-4/10 feet from the northeast corner of the foundation wall of the frame house on the lot hereby intended to be conveyed, and running then with the line of fence, North 66 degrees and 55 minutes West 63 feet to the centre of a fence post; then still with the line of fence, North 69-1/2 degrees West 90 feet to the end of the third line of a lot of ground conveyed by Johanna Reed and William Pearre to Thomas P. Albright by deed bearing date on the first day of October, 1917, and recorded in Liber No. 124, folio 169, one of the Land Records of Allegany County, and reversing said third line, South 20 degrees and 20 minutes West 52 feet to the third line of the deed from Frederick Kramer to Mary Beeche, dated November

11, 1863, and recorded in Liber No. 21, folio 341, of the said Land Records, and with said third line, South 69-1/2 degrees East 152-1/4 feet to Springdale Street, and with it North 20-3/4 degrees East 49-1/2 feet to the place of beginning.

being the same property which was conveyed unto the parties of the first part by deed of Helen G. Hubbard Wilcoxon and George W. Wilcoxon, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-two Hundred & 00/100 - - - - (\$6200.00) - - - Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hansen [SEAL]
Frank F. McCreary
Marilyn R. McCreary [SEAL]
Marilyn R. McCreary

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26TH day of AUGUST
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank F. McCreary and Marilyn R. McCreary, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hansen
Notary Public.

Compressed and Mailed ~~1/2~~ 1/2
To Myer Frostburg Md
D. J. T. 1954

FILED AND RECORDED AUGUST 27th 1954 at 9:20 A.M.

This Mortgage, Made this 21st day of ~~July~~ AUGUST
in the year Nineteen Hundred and fifty-four by and between

EARL R. MILLER and ELIZABETH JONES MILLER, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

of Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

TWO THOUSAND - - - - -00/100 DOLLARS (\$2,000.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in
Frostburg, Allegany County, Maryland, and being the southeasterly
half of Lot No. 5, Block No. 6 of Beall's First Addition which was
conveyed to Earl R. Miller et ux by James E. Lavin et ux, et al, by
deed dated January 19, 1950, and recorded in Deeds Liber 227, folio
628 among the Land Records of Allegany County, Maryland, reference
to which deed is hereby specifically made for a more particular
description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
~~or assigns~~ or assigns, the aforesaid sum of

- - TWO THOUSAND - - - - -00/100 DOLLARS (\$2,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants



herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~heirs, executors, administrators,~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors ~~heirs~~ assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand ~~-----~~ 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s.

Witness: *(as to Beth)*

Ruth M. Todd

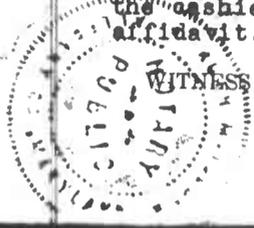
Earl R. Miller [Seal]
EARL R. MILLER

Elizabeth Jones Miller [Seal]
ELIZABETH JONES MILLER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21th day of July ~~July~~ August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Earl R. Miller and Elizabeth Jones Miller, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd

Notary Public

FILED AND RECORDED AUGUST 27th 1954 at 9:50 A.M.

This Mortgage, made this twelfth day of August-----, in the year Nineteen Hundred and fifty four, by and between Ralph E. McIntyre and Catherine C. McIntyre, husband and wife-----

----- hereinafter called Mortgagor^s, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Fifteen hundred----- Dollars (\$1500.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 12th. day of August, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 30.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 12th. day of August, 1954, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagors, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport, in



Allegheny County, Maryland, known and numbered on the plat of Greene's Highland Park Addition to Westernport, as lot No. 12 in Section H, as shown on said map duly recorded in Liber No. 114 Folio 720 of the land records of Allegheny County, Maryland. Also the adjoining ten feet of lot No. 13 in said Section H. Being the same property which was conveyed unto the parties of the first part herein by deed from John H. Darnley and wife, dated March 10, 1954 and of record among the land records of Allegheny County, Maryland in Liber No. 257 Folio 132. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged _____

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in _____ if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Fifteen hundred _____

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:
Charles Laughlin

x *Ralph E. McIntyre* (SEAL)
Ralph E. McIntyre

x *Catherine C. McIntyre* (SEAL)
Catherine C. McIntyre

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 12th day of August, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Ralph E. McIntyre and Catherine C. McIntyre, husband and wife

the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona

vide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin

Notary Public



FILED AND RECORDED AUGUST 27 1954 at 8:30 A.M.

This Mortgage, Made this 26th day of August

in the year Nineteen Hundred and Fifty four, by and between Ellison Courtney and Rosezella Mae Courtney, his wife, hereinafter called

Mortgagors, which expression shall include their heirs, personal representatives, and assigns, where the context so admits or requires

of Allegany County, in the State of Maryland

parties of the first part, and THE NATIONAL BANK OF KEYSER, WEST VA., a corporation, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so admits or requires,

of Mineral County, in the State of West Virginia,

part Y of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of EIGHT HUNDRED SEVENTY (\$870.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand after date, with interest from date at the rate of Six (6) per centum per annum, and on the face of which note is the following: "A minimum of \$25.00 to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ellison Courtney and Rosezella Mae Courtney, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said The National Bank of Keyser, West Virginia, a corporation, its successors, personal



time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Ellison Courtney and Rosezella Mae Courtney, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Ellison Courtney and Rosezella Mae Courtney, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Seventy and no/100 - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

John J. Pifer
Jean J. Pifer

Ellison Courtney [SEAL]
Rosezella Mae Courtney [SEAL]
Rosezella Mae Courtney [SEAL]

THE NATIONAL BANK OF KEYSER, W. VA., a corporation [SEAL]

BY *P.J. Davis*
P.J. Davis, its President



State of Maryland
Notary Public
Allegany County, to-wit:

I hereby certify, That on this 26th day of August

in the year nineteen Hundred and Fifty four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Ellison Courtney and Rosezella Mae Courtney, his wife, whose names are signed to the writing hereto bearing date the 26th day of August, 1954 and being the within named mortgagors

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared P.J. Davis, President of the National Bank of Keyser, West Virginia, a corporation.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires April 15, 1963



Jean J. Pifer
Notary Public

Compared and Mailed November 27, 1954
To [unclear] [unclear]
[unclear] 19 54

FILED AND RECORDED AUGUST 28th 1954 at 11:30 A.M.

This Mortgage, Made this 28th day of August,
in the year nineteen hundred and fifty-four by and between

PAUL J. GRABENSTEIN and NONNITA F. GRABENSTEIN, his wife,



of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,
a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

FIVE THOUSAND and 00/100 - - - - - (\$5,000.00) - - - - Dollars, on
--Fifty-- Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot, piece or parcel of ground known as parts of Lots 13, 14 and 15, Section B, on a plat of Christopher Weires Farm which is located in Election District No. 29 in Allegany County, Maryland, and which property is more particularly described as follows, to wit:

BEGINNING for the same at a stake standing at the point of intersection of the Northeast side of Eleanor Street with the Southeast side of Weires Avenue and continuing thence with the Southeast side of Weires Avenue (Magnetic bearings as of the original survey dated October 20, 1923, by Henry Schaidt and with horizontal measurements), North 48 degrees 45 minutes East 138 feet to a stake; thence at right angles to Weires Avenue, South 41 degrees 15 minutes East 69 feet to a stake; thence parallel to Weires Avenue, South 48 degrees 45 minutes West 138 feet to a stake standing on the Northeast side of Eleanor Street; thence with the Northeast side of Eleanor Street North 41 degrees 15 minutes West 69 feet to the place of beginning.

IT being the same property which was conveyed by Zella J. Weires to Paul J. Grabenstein et ux, by deed dated November 21, 1950, and recorded in Deeds Liber 232, folio 53 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Five Thousand and 00/100 - - - - - (\$5,000.00) - - - Dollars with five per cent interest thereon, payable in 130 monthly payments of not less than \$50.00 each, on or before the 28th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 28th day of September, 19 54, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 28th day of June, 19 65.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand and 00/100 - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Paty Ann Davis

Paul J. Grabenstein (SEAL)
PAUL J. GRABENSTEIN
Nonnita F. Grabenstein (SEAL)
NONNITA F. GRABENSTEIN

State of Maryland,
Allegany County, to wit:

I hereby certify that, on this 28th day of August 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Paul J. Grabenstein and Nonnita F. Grabenstein, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make

oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 28th day of August, 1954.



Patty Ann Davis
Notary Public

LIBER 306 PAGE 498
To E. M. ...

FILED AND RECORDED AUGUST 30th 1954 at 9:40 A.M.

This Mortgage, Made this 28th day of August,

in the year Nineteen Hundred and Fifty-four, by and between

Arthur C. Howard and Doris J. Howard, his wife,

of Allegany County, in the State of Maryland

part 1es of the first part, and

William T. McLuckie and Ruth B. McLuckie, his wife,

of Allegany County, in the State of Maryland

part 1es of the second part, WITNESSETH:

Whereas, the parties of the First Part are justly and bona fide indebted unto the parties of the Second Part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars and which said sum shall be repaid in equal monthly installments of One Hundred (\$100.00) each, the first of which said installments shall become due and payable eighteen months from the date hereof and monthly thereafter on the same day of each succeeding month until fully paid; and in the meantime the said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be computed and paid monthly hereafter, the first of which said interest payments shall become due and payable one month from the date hereof, and monthly thereafter on the same day of each succeeding month during the continuance of this mortgage; with the right reserved unto the parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said

Arthur C. Howard and Doris J. Howard, his wife,



do give, grant, bargain and sell, convey, release and confirm unto the said William T. McLuckie and Ruth E. McLuckie, his wife, their

heirs and assigns, the following property, to-wit:

ALL that lot, piece, or parcel of land lying and being situate on the State Road at the Pleasant Valley County Road in Election District No. 21, about six miles east of the City of Cumberland, Allegany County, Maryland, and which said parcel is more particularly described as follows, to-wit:

BEGINNING for said parcel at an iron rod standing at the junction of the Pleasant Valley County Road with the State Road U.S. 40 said beginning being at the end of 101 feet and 4 inches on a reference line drawn South 86 degrees West from the center of the southwest rear wall of the first concrete culvert across the State Road east of the Pleasant Valley road, the other reference line being drawn South 77 degrees 45 minutes West 133 feet from a large locust tree bearing three notches on the west side and standing on the lot hereby conveyed; and running thence North 81 degrees 45 minutes East 313.5 feet to an iron rod standing on the north side of the State road; thence North 417 feet to an iron rod; thence South 81 degrees 45 minutes West 313.5 feet to an iron rod standing on the northeast side of the Pleasant Valley Road; thence South 417 feet to the place of beginning, containing three acres. All bearings being magnetic and originally made October 17, 1923.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 8th day of July, 1947, by John B. Purington and Emily F. Purington, his wife, and Arthur C. Howard and Doris J. Howard, his wife, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 216, folio 47; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Arthur C. Howard and Doris J. Howard, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said William T. McLuckie and Ruth E. McLuckie, his wife, their

executors, administrators or assigns, the aforesaid sum of two thousand five hundred (\$2,500.00) dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Arthur C. Howard and Doris J. Howard, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Arthur C. Howard and Doris J. Howard, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said _____

William T. McLuckie and Ruth E. McLuckie, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Allegany~~
Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

Arthur C. Howard and Doris J. Howard, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Arthur C. Howard and Doris J. Howard, his wife, _____

_____ further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagees or their _____
assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand Five hundred (\$2,500.00) - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their _____ heirs or assigns, to the extent
of _____ their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hands and seals of said mortgagors :

Attest:

Earl E. Manges Arthur C. Howard [SEAL]
Earl E. Manges Doris J. Howard [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of August

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Arthur C. Howard and Doris J. Howard, his wife,

and each _____ acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared _____
William T. McLuckie and Ruth E. McLuckie, his wife,

the _____ named mortgagees, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Manges
Notary Public

FILED AND RECORDED AUGUST 30th 1954 at 9:55 A.M.

This Mortgage, Made this 27th day of AUGUST in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
William P. Rosenmerkall and Nancy L. Rosenmerkall, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part; hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of
Three Thousand Four Hundred Eighty & 00/100 - (\$3480.00) - Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-four & 80/100 - - (\$34.80) - - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground on the northerly
side of Shawnee Avenue, known and designated as part of Lots Nos.
1 and 2, Section "G" in the Cumberland Improvement Company's
Northern Addition to the City of Cumberland, Allegany County, Mary-
land, which said parcel is more particularly described as follows,
to-wit:

Beginning for the same at the end of a line drawn South
68 degrees 45 minutes East 43.10 feet from the intersection of the
north side of Shawnee Avenue and the east side of Holland Street
and running then with the north side of Shawnee Avenue South 68 de-
grees 45 minutes East 17.76 feet to a point; then North 21 degrees
15 minutes East 90 feet to a point; then North 68 degrees 45 minutes
West 17.74 feet to a point; then by a line drawn through the center
of the two story frame dwelling house Nos. 727 and 729 Shawnee Avenue,
South 21 degrees 16 minutes West 90.00 feet to the place of beginning.

Being the same property which was conveyed unto the parties
of the first part by deed from Clara E. Long, widow, dated July 14,
1950, recorded in Liber 230, folio 65 Allegany County Land Records.



It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Four Hundred Eighty & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

George W. Legge
State of Maryland, William P. Rosenmerkel (SEAL)
Allegany County, to-wit: Nancy L. Rosenmerkel (SEAL)
Nancy L. Rosenmerkel

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of AUGUST
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Rosenmerkel and Nancy L. Rosenmerkel, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



at my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED AUGUST 30th 1954 at 9:55 A.M.

PURCHASE MONEY

This Mortgage, Made this 27th day of August in the
year Nineteen Hundred and fifty four by and between

Arlyn A. Barbe and Margaret E. Barbe, his wife.

of Allegany County, in the State of Maryland, part 1.2 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Four Hundred (\$5400.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty One and 31/100 (\$41.31) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on McMullen Highway three miles westerly of the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 18, Block No. 33, in Potomac Park Addition to Cumberland, a plat of which said addition is recorded in Plat Case Box No. 137, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same at the intersection of the westerly side of Prospect Drive with the southerly side of an alley, it being at a point distant North 38 degrees 5 minutes East 320 feet from the intersection of the westerly side of Prospect Drive with the northerly side of Avenue W, and running then with said Drive South 38 degrees 5 minutes West 70 feet, then at right angles to Prospect Drive North 51 degrees 55 minutes West 100 feet, then North 38 degrees 5 minutes East 48 feet to said alley, and then with it by a curve to the right of 22 degrees 43 minutes for a chord distance of 102.39 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Leon R. Knotts et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

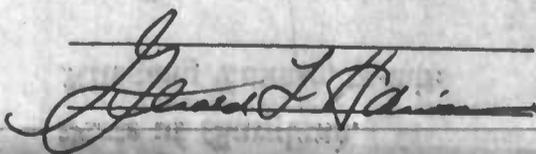
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Four Hundred (\$5400.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



 [SEAL]
ARLYN A. BARBE

 [SEAL]
MARGARET E. BARBE

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of August,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Arlyn A. Barbe and Margaret E. Barbe, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald Harris
Notary Public.

Marye R. LaLor
247

FILED AND RECORDED AUGUST 30th 1954 at 11:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 30th day of August
in the year Nineteen Hundred and Fifty-four, by and between

CLARENCE NORMAN FOOSE JR. and RAE ESTHER FOOSE, his wife,
MORTGAGORS

of Allegany County, in the State of Maryland
parties of the first part, and

Lester Whitesides and Virginia Whitesides, his wife,
MORTGAGEES

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The said Clarence Norman Foose Jr. and Rae Esther
Foose, his wife, stand justly indebted unto the said Lester White-

sides and Virginia Whitesides, his wife, for a loan contemporaneous herewith, in the principal sum of Fifteen Hundred Dollars (\$1500.00), with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum, on the unpaid balance, to be adjusted, computed and paid semi-annually, with principal to be repaid in monthly installments of Fifty Dollars (\$50.00) per month, beginning on the 30th day of August, 1954, and continuing on the 30th day of each succeeding month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 30th day of February, 1957; all payments hereunder being payable at such place as shall be agreed upon by the parties hereto. Privilege is reserved by mortgagor to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, not less than the amount of one installment.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clarence Norman Foose Jr. and Rae Esther Foose, his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Lester Whitesides and Virginia Whitesides, his wife, their

heirs and assigns, the following property, to-wit:

All that tract or parcel of land situate in District No. 29 near Butcherville, in Allegany County, Maryland, and lying on the Southerly side of the Gramlich Road (once known as Porter Road), and described as follows, to wit:

BEGINNING at a point on the Southerly side of Gramlich Road (formerly known as Porter Road) 325 feet Eastwardly along said Road from the Westerly (eighth) line of the land conveyed by William M. Long, et ux, to William Langer, by deed dated September 4, 1903, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 93, folio 407; thence South 13 1/2 degrees East and parallel with the said eighth line of the said Long deed until it reaches the Southerly boundary of the whole tract; thence following the outlines of said whole tract North 68 3/4 degrees East 52 feet to a stake and stone-pile; thence North 43 degrees East 758 feet to a Sycamore tree standing in a drain, near where it joins Porter's Run, being the Southerly corner of said whole tract; thence by said drain, North 32 1/2 degrees West 320 feet to a post or point on the Southerly side of Gramlich Road (formerly Porter Road) to the point of beginning, containing seven and one-half (7 1/2) acres, more or less.

It being the same property which was conveyed to Clarence Norman Foose Jr. and Rae Esther Foose, his wife by Ralph W. Lindwood and Hester M. Lindwood, his wife, by deed of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recordation hereof. This mortgage is given to secure a part of the purchase price of the above des-

cribed property and is a purchase money mortgage.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clarence Norman Foose Jr. and Rae Esther Foose, wife, their heirs, executors, administrators or assigns, do and shall pay to the said Lester Whitesides and Virginia Whitesides, his wife, their heirs executor, administrator or assigns, the aforesaid sum of _____

Fifteen Hundred (\$1,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Clarence Norman Foose Jr. and Rae Esther Foose, his wife

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Clarence Norman Foose Jr. and Rae Esther Foose, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Lester Whiteside and Virginia Whiteside, his wife, their

heirs, executors, administrators and assigns, or John M. Robb

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Clarence Norman Foose

Jr. and Rae Esther Foose, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Clarence Norman Foose Jr. and Rae Esther Foose, his wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen Hundred Dollars (\$1,500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent

of - -)- - - - - their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

John W. Robb
John W. Robb

Clarence Norman Foose, Jr. [Seal]
Clarence Norman Foose, Jr.
Rae Esther Foose [Seal]
Rae Esther Foose.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of August
in the year nineteen hundred and Fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared
Clarence Norman Foose, Jr. and Rae Esther Foose, his wife

and each acknowledged the foregoing mortgage to be his and her
act and deed; and at the same time before me also personally appeared

Lester Whitesides and Virginia Whitesides, his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Margate Hyde
Notary Public

FILED AND RECORDED AUGUST 30th 1954 at 3:00 P.M.

This Mortgage, Made this 30th day of
August in the year nineteen hundred and Fifty Four, by and between
Jesse W. Neff, Sr., and Marianna Neff, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Nine Hundred Seventy Five (\$975.00) Dollars,

for which they have given their promissory note of even date herewith payable on or before three years after date with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Twenty Five (\$25.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All the lot, piece, or parcel of land lying and being along the Northeasterly side of the Mill Road just Easterly of the Bedford Road, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point at the end of 85 feet on the third line of the deed from Lloyd R. Cornwell et ux to Clark F. Luman et ux dated October 28, 1946, recorded in Liber No. 213, folio 286, one of the Land Records of Allegany County, Maryland, and running thence with the remainder of said third line, and with the fourth, fifth and sixth lines of said deed, South 24 degrees 30 minutes West 379 feet to a fence post along the Southeasterly side of a proposed street; and with it, North 78 degrees 15 minutes West 129.5 feet to the most Southerly corner of a stone culvert along the Northeasterly side of the Mill Road; thence North 55 degrees 30 minutes West 16 feet to a stake; thence by land conveyed to Paul F. Crawford et ux by Lloyd R. Cornwell et ux by deed dated April 29, 1946, recorded in Liber No. 208, folio 620 of said Land Records, North 30 degrees 30 minutes East 374 feet to a steel stake; thence across the Cornwell to Luman deed aforesaid, South 87½ degrees East 89.5 feet to the beginning; containing 1.5 acres, more or less.

Being the same property conveyed by Clark F. Luman et ux to the said Jesse W. Neff, Sr., et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Second: One 1950 Ford 2Dr Crestliner automobile, Serial No. BOBF-151138.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - -Nine Hundred Seventy Five (\$975.00)- - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed. then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - -Nine Hundred Seventy Five (\$975.00)- - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Dudley

Jesse H. Neff Sr. (SEAL)
Jesse W. Neff, Jr.
Marianna Neff (SEAL)
Marianna Neff.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 30th day of August in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Jesse W. Neff, Sr., and Marianna Neff, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



whereof I have hereto set my hand and affixed my Notarial Seal the day and year written.

William Q. Dudley, Notary Public

Compared and Stamped Individual To [unclear] 1954

FILED AND RECORDED AUGUST 30th 1954 at 3:00P.m.



This Mortgage, Made this 30th day of August, in the year nineteen hundred and Fifty Four, by and between Ada B. Cornelia Collins Stump and Elair W. Stump, her husband, and William Vivian Collins, of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Twenty Two Thousand (\$22,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 5% per annum, payable monthly, and in monthly payments on the principal of not less than \$550.00.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the

aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All that lot, piece or parcel of ground lying and being in Election District No. 7 in Allegany County, State of Maryland, which is known and designated as Whole Lots Numbers 6 and 7 on the "Plat of Skiptondale" in Allegany County, dated April 12th, 1929, and made for Carl F. Schmitz, owner, by Leander Schaldt, and which is described and conveyed in the deed from William V. Collins et ux to Ada Cornelia Collins, (being one and the same person as Ada B. Cornelia Collins) dated April 17, 1945, and recorded in Liber No. 203, folio 514, one of the Land Records of Allegany County, Maryland, the said Ada B. Cornelia Collins being now intermarried with Blair W. Stump; to which said deed reference is hereby made for a more full and particular description of the property herein conveyed.

Second: All that lot or parcel of ground situated about two and one-half miles East of the City of Cumberland, in Allegany County, Maryland, bordering on the Nave Cross Road, containing 1.2 acres, more or less, which is conveyed and described in the deed from Chester L. Collins et ux to A. B. Cornelia Collins (being one and the same person as Ada B. Cornelia Collins) dated September 5, 1945, and recorded in Liber No. 205, folio 300, one of said Land Records, the said Ada B. Cornelia Collins being now intermarried with Blair W. Stump; to which said deed reference is hereby made for a more full and particular description of the property herein conveyed.

Third: All the following motor vehicles, owned by William Vivian Collins, generally garaged in the building on the property first above conveyed:

- One 1950 G. M. C. School Bus, 66 passenger, Serial HCSV458-2698, Motor No. 768444 ✓
- One 1950 G. M. C. School Bus, 66 passenger, Serial HCSV458-2701, Motor No. 768447 ✓
- One 1952 G. M. C. School Bus, 60 passenger, Serial 13270, Motor No. A-270786425 ✓
- One 1952 G. M. C. School Bus, 48 passenger, Serial P-1334, Motor No. A-248140720 ✓
- One 1953 G. M. C. School Bus, 48 passenger, Serial No. P-1316 ✓
- One 1953 G. M. C. School Bus, 48 passenger, Serial No. P-1516 ✓
- One 1954 G. M. C. School Bus, 66 passenger, Serial No. Z-1336, Motor No. A302116240 ✓

The party of the second part is hereby given the absolute right, in case of foreclosure, to sell to the extent necessary the real estate and personal property above conveyed in such order or sequence as it may desire.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of—Twenty Two Thousand (\$22,000.00)— — — — dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— — — —Twenty Two Thousand (\$22,000.00)— — — — dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Attest:

John R. Zeiber
Ada B. Cornelia Collins Stump (SEAL)
 Ada B. Cornelia Collins Stump
Blair W. Stump (SEAL)
 Blair W. Stump
William Vivian Collins (SEAL)
 William Vivian Collins

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 23rd day of August, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Ada B. Cornelia Collins Stump and Blair W. Stump, her husband, and William Vivian Collins

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

John R. Zeiber
 Notary Public



For Value Received, The Commercial Savings Bank of Cumberland, Maryland, without recourse, hereby assigns \$2,000.00 of this mortgage to Wilbur V. Wilson, said sum, in addition to interest, to be paid from all the first payments on the principal.

In Testimony Whereof, it has caused these present to be signed by its Vice-President and its corporate seal affixed attested by its Assistant Secretary this 23rd day of August, 1954.

The Commercial Savings Bank of Cumberland, Maryland.



William C. Dudley Assistant Secretary. By *George C. Cook* Vice President.

AUG 30 1954

Original filed 7/25/54

FILED AND RECORDED SEPTEMBER 1st 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 27th day of August, 1954, by and between **Fred S. CASHMAN and Lucy V. CASHMAN, his wife,**

of Cresaptown, Md., in the State of Maryland, Mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor **s** are justly indebted unto the Mortgagee in the full and just sum of Seven Hundred and thirty-nine - - - - -50/00 (\$ 739.50)

which is to be repaid in eighteen consecutive monthly installments of \$ 41.10 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor **s** do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground, and premises located in Election Dist. # 7 of Allegany County (Cresaptown, Maryland) known as Lot # 36 on the Plat of the "Pinehurst Addition to Cresaptown" as recorded in Plat Case Box 92 among the Land Records of Allegany County, Maryland.

and more fully described in a Deed from Myrtle A. LONG, widow, dated April 5, 1939 recorded among Land Records of Allegany County, Maryland, Liber R.J. # 183, Folio 172

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor **s** their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor **s** may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor **s** hereby covenant to pay when legally demandable.

AND, the said Mortgagor **s** further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor **s**, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor **s**, their representatives, heirs or assigns.

WITNESS our hands and seal

Fred S. Cashman (SEAL)
Fred S. CASHMAN

ATTEST:

Ralph M. Race
Ralph M. RACE

Lucy V. Cashman (SEAL)
Lucy V. CASHMAN



STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 27th day of August, 1954, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Fred S. CASHMAN and Lucy V. CASHMAN, his wife,

the Mortgagor **s** named in the foregoing mortgage and, they acknowledged the foregoing mortgage to be their act. At the same time, they appeared Myrtle A. Long, widow Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. W. Alvin Kreiling

AS WITNESS my hand and Notarial Seal.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Matched [unclear] No. 19
 In the Hancock Bank [unclear]
 19 [unclear]

FILED AND RECORDED SEPTEMBER 1st 1954 at 9:50 A.M.

This Mortgage, Made this 26th day of AUGUST

in the year Nineteen Hundred and Fifty-FOUR, by and between
 James W. Davis and Mary M. Davis, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

The Hancock Bank of Hancock, in the State of Maryland, a bank-
 ing corporation, duly incorporated under the laws of the State
 of Maryland,

of Washington County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the Parties of the first Part are justly and bona
 fide indebted unto the Party of the second Part in the full and
 just sum of Eleven thousand five hundred (\$11,500.00) Dollars, and
 which said principal sum shall bear interest at the rate of 5%
 per annum, and which said principal sum and interest shall be repaid
 in monthly installments of \$121.98, the first of which said install-
 ments shall become due and payable one month from the date hereof
 and monthly thereafter until fully paid; and out of said monthly
 payments first shall be computed and deducted the aforesaid interest
 upon the principal sum or any balance thereof, and the balance of
 said payment shall be applied to the reduction of said principal
 sum; with the right reserved unto the Parties of the first Part to
 prepay any or all of said principal sum and interest at any time
 prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said
 James W. Davis and Mary M. Davis, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
 The Hancock Bank of Hancock in the State of Maryland, its

~~administrators successors~~
 and assigns, the following property, to-wit:

ALL of a certain lot or parcel of land lying on the south side
 of U. S. Highway No. 40 westerly from and near the Village of Flint-
 stone, aforesaid, and which said parcel is more particularly
 described as follows, to-wit:

BEGINNING at an iron pin beside and on the south side of said
 U. S. Route No. 40, which pin marks the end of the third line of a
 parcel of land conveyed by the said Tressa G. Hoover and Emery E.
 Hoover, her husband, to Clarence E. Simmons and Ora E. Simmons, his
 wife, by deed dated December 9, 1946, and recorded in Liber No. 212,
 folio 372, one of the Land Records of Allegany County, Maryland;
 thence with said third line reversed, South 20.5 degrees West 252
 feet to an iron pin which marks the end of the second line of said



said Simmons lot; thence with said second line reversed, South 79.5 degrees East 100 feet to an iron pin marking the end of the first line of the parcel designated as No. 2 in the deed of Fletcher to Hoover, South 20.5 degrees West 101.7 feet to an iron pin which marks the end of the first line of the said parcel No. 2; thence with the second line of the same, North 75.5 degrees West 233.7 feet to an iron pin; thence leaving said second line, North 20.5 degrees East 382.25 feet to an iron pin beside said highway; thence with the course of the highway, South 67 degrees East 126.8 feet to the beginning, containing 464.2 square feet or 1.07 acres, more or less.

THIS INSTRUMENT is subject to the following conditions which are a part and consideration thereof; viz., no alcoholic beverages of any kind shall be sold or in any way handled on these premises by the purchasers, aforesaid, or by their heirs or assigns, indefinitely, and any breach of this condition, either by the purchasers or by any future owners, shall nullify title and cause the property to revert to the original owners, their heirs or assigns, without redress to the parties breaking the condition above specified; it being intended the aforesaid condition shall be made a part of the contract in any and all future transfers of this property.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 13th day of March, 1947, by and between Tressa G. Hoover and Emery E. Hoover, his wife, and James W. Davis and Mary M. Davis, his wife, and which said deed is recorded in Liber No. 214, folio 193, one of the Land records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James W. Davis and Mary M. Davis, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Hancock Bank of Hancock in the State of Maryland, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of Eleven Thousand five hundred (\$11,500.00) Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

James W. Davis and Mary M. Davis, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

James W. Davis and Mary M. Davis, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

The Hancock Bank of Hancock in the State of Maryland, its successors

~~heirs, executors, administrators~~ and assigns, or Earl E. Manges, its ~~attorney~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least thirty ~~thirty~~ days ~~before~~ the time, place, manner and terms of sale in some newspaper published in ~~the~~ the ~~State~~ State of Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all

taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

James W. Davis and Mary M. Davis, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James W. Davis and Mary M. Davis, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand five Hundred (\$11,500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~successors~~ administrators or assigns, to the extent of its ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest:

Eleanor Rice _____ James W. Davis [SEAL]
Eleanor Rice _____ Mary M. Davis [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 26th day of August

in the year nineteen Hundred and Fifty -four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared James W. Davis and Mary M. Davis, his wife,

and each acknowledged the foregoing mortgage to be his and her respective

act and deed; and at the same time before me also personally appeared _____

Brooks F. Smith, cashier of The Hancock Bank of Hancock in the State of Maryland,

the within named mortgagee, and made oath in due form of law, that the consideration in said

instrument is true and bona fide as therein set forth, and further made oath in due form of law that he is the agent of said mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Earl Edmund Ormrod
Notary Public.

Compared and Mailed Followed
To *Maryland Frostburg and*
28 7 19 54

FILED AND RECORDED SEPTEMBER 1st 1954 at 11:00 A.M.

This Mortgage, Made this **30th.** day of **August** in the year
Nineteen Hundred and Fifty-Four by and between

JAMES T. TAYLOR and ALICE S. TAYLOR, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

Forty-one hundred ----- -00/00 Dollars

(\$ 4,100.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Forty-two ----- -51/00 Dollars.

(\$ 42.51) commencing on the 18th. day of October, 1954, and on the 18th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 30th. day of August, 1965. ~~195x~~ . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of land, situated in Election District No. 11, at Frostburg, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at the intersection of Beall's Lane with an alley between the property of Lily Taylor and the property hereby conveyed, and running thence with the North side of Beall's Lane (true meridian courses and horizontal distances used throughout), South 49 degrees 12 minutes West 38 feet; thence leaving Beall's Lane, North 38 degrees 10 minutes West 60 feet; and North 49



degrees 12 minutes East 38 feet to a point on the eforesaid alley; end with said alley, South 38 degrees 10 minutes East 60 feet to the place of beginning, containing .05 of an acre, more or less.

The above described parcel of ground is improved by a small dwelling house containing four (4) rooms and is commonly known as No. 38 Beall's Lane, Frostburg, Maryland.

Being the same property which was conveyed to the said James T. Taylor and Alice S. Taylor, his wife, by deed from William A. Gunter, Trustee, dated June 19, 1940, and recorded in Liber No. 187, folio 51, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Thousand - - - - - 00/00 (\$ 6,000.00) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee

receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND It is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: as to both

Ralph M. Race
Ralph M. Race

James T. Taylor (SEAL)
JAMES T. TAYLOR

Alice S. Taylor (SEAL)
ALICE S. TAYLOR

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 30th. day of August in the year Nineteen Hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES T. TAYLOR and ALICE S. TAYLOR, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~William S. ...~~, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ^{G. Alvin Kreiling} ~~William S. ...~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

*John E. Morgan 225 E. Main St
Frostburg Md
2.7.7 1954*

FILED AND RECORDED SEPTEMBER 1st 1954 at 11:00 A.M.
THIS DEED OF RELEASE, Made this 27th day of August,
1954, by and between EQUITABLE SAVINGS AND LOAN SOCIETY OF
FROSTBURG, MARYLAND, a corporation duly organized and existing
under and by virtue of the laws of the State of Maryland, party
of the first part, and JOHN E. MORGAN and ISABEL MORGAN, his wife,
of Allegany County, Maryland, parties of the second part,

WHEREAS, by mortgage dated May 12, 1923, and recorded
among the Mortgage Records of Allegany County, Maryland, in Liber
No. 86, folio 692, the land and premises therein mentioned and
described were conveyed by the parties of the second part to the
party of the first part to secure the indebtedness therein men-
tioned; and

WHEREAS, by mortgage dated September 3, 1937, and
recorded among the Mortgage Records of Allegany County, Maryland,
in Liber 138, folio 16, the land and premises therein mentioned
and described were conveyed by the parties of the second part to
the party of the first part to secure the indebtedness therein
mentioned; and

WHEREAS, the indebtedness secured by the aforesaid
mortgages have been fully paid and satisfied.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:

That for and in consideration of the premises and the
sum of One Dollar (\$1.00), the receipt whereof is hereby acknowl-
edged, the party of the first part does hereby release from the
lien of the aforesaid mortgages and grant and convey the property
mentioned and described therein unto the parties of the second
part, their heirs and assigns.

TO HAVE AND TO HOLD the foregoing property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgages had never been executed.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by its President, and its corporate seal affixed, duly attested by its Secretary, the day and year first above written.

EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND

By I. L. Ritter
I. L. Ritter, President



Fred W. Boettner
Fred W. Boettner, Secretary

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27 day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared I. L. Ritter, President of Equitable Savings and Loan Society of Frostburg, a corporation, and acknowledged the foregoing deed of release to be the act and deed of said corporation; and said I. L. Ritter further made oath in due form of law that he is President and Agent of said Corporation and duly authorized to execute this deed of release.

WITNESS my hand and notarial seal.



Anna Jean Llewellyn
Notary Public

Compared and Matched Documents 7/2/54
To 11/1/54 City 19 54

FILED AND RECORDED SEPTEMBER 1st 1954 at 11:55 A.M.

This Mortgage, Made this 1st day of September

in the year Nineteen Hundred and Fifty-four, by and between
CUMBERLAND KNIGHTS OF COLUMBUS, CUMBERLAND, MARYLAND, INCORPORATED,
a Maryland Corporation

of Allegany County, in the State of Maryland
party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, A NATIONAL BANKING
CORPORATION, with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto the party of the second part in the full and just sum of SIXTEEN THOUSAND (\$16,000.00) DOLLARS with interest at the rate of Four (4%) per cent per annum computed monthly on the unpaid balances, said indebtedness to be amortized over a ten (10) year period by the payment of at least ONE HUNDRED AND SIXTY-TWO (\$162.00) DOLLARS per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure said principal together with the interest accruing thereon, these presents are executed. Privileges is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts not less than the amount of one installment or One Hundred Dollars, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Cumberland Knights of Columbus, Cumberland, Maryland, Incorporated

do es give, grant, bargain and sell, convey, release and confirm unto the said

The Second National Bank of Cumberland, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Easterly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland, comprising part of Lot No. 211 and part of Lot No. 212 of the original town lots of Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of 26 feet on the first line of Lot No. 211 in said Addition, it also being at the intersection of the northerly side of an alley leading from Mechanic Street to the Mill Race, and running then with North Mechanic Street North 21 1/2 degrees West 44 feet to the end of the first line of that part of Lot No. 212 conveyed to Frederick Laing, Jr., by William E. Walsh and others by deed dated February 18, 1896, and recorded in Liber No. 78, folio 444, one of the Land Records of Allegany County, and running then with the second line of said Walsh deed North 71 1/2 degrees East 129 feet to the end of the first line of a deed, dated



November 13, 1916, from the party of the first part to Thomas B. Finan, and recorded in Liber 120, folio 283, one of the Land Records of Allegany County, then with the first line of said deed reversed South 12 degrees 18 minutes East 44 feet to the end of the fourth line of said Finan deed, it being also the northerly side of the alley aforementioned, then with the northerly side of said alley South 71½ degrees West 126 feet, more or less to the place of beginning.

BEING the same property which was conveyed unto the party of the first part by deed of Joseph H. Love, et al., Trustees for the Cumberland Council, No. 586, Knights of Columbus, dated the 10th day of August, 1951, and recorded in Liber _____, folio _____, one of the Land Records of Allegany County, Maryland.

Including particularly an easement in common with others of using and enjoying free and uninterrupted ingress, egress and regress in, through, and from an alley of the width of thirteen (13) feet and extending from North Mechanic Street to the Mill Race and bounding on the piece of ground hereby demised from the beginning to the end of the third line thereof, together also with the use of another alley of the width of thirteen (13) feet commencing at Baltimore Street and meeting the aforesaid alley at right angles about twenty-two (22) feet from the Mill Race, the free and uninterrupted use of which said two alleys was heretofore made appurtenant to the piece or parcel of ground hereby demised.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Cumberland Knights of Columbus, Cumberland, Maryland, its successors ~~or assigns~~ or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors ~~or assigns~~ or assigns, the aforesaid sum of _____

SIXTEEN THOUSAND (\$16,000.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Cumberland Knights of Columbus, Cumberland, Maryland, Incorporated,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Cumberland Knights of Columbus, Cumberland, Maryland, Incorporated, hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

The Second National Bank of Cumberland, its successors

~~_____~~ and assigns, or Peter J. Carpentieri his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Cumberland Knights of

Columbus, Cumberland, Maryland, Incorporated, its successors ~~or~~ assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors ~~or~~ assigns.

And the said Cumberland Knights of Columbus, Cumberland, Maryland, Incorporated further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least SIXTEEN THOUSAND (\$16,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its or their ~~or~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor,

Attest: John W. Kreidler, Secretary

CUMBERLAND KNIGHTS OF COLUMBUS, CUMBERLAND, MARYLAND, INCORPORATED BY Joseph H. Webb, President



[SEAL] [SEAL] [SEAL] [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 1st day of September in the year nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph H. Webb, President of the Cumberland Knights of Columbus, Cumberland, Maryland, Incorporated and he acknowledged the foregoing mortgage to be its corporate act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of The Second National Bank of Cumberland, and its agent authorized to make this affidavit, for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas. Shaw Notary Public



Filed and RECORDED SEPTEMBER 1st 1954 at 12:19 P.M.

THIS MORTGAGE, Made this 31st day of August, 1954, by and between CHESTER CRABTREE and CATHERINE O. CRABTREE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty Four Dollars and Forty One Cents (\$44.41) on account of interest and principal, payments to begin on the 30th day of September, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, along with a right of way leading to the back part of the road hereinafter conveyed, all that tract or parcel of ground situated in the West end of Corrigansville and North of the Mt. Savage State Road and more particularly described as follows, to-wit:

BEGINNING for same at an iron stake planted securely in the ground, said stake stands North 87 degrees and 45 minutes West 25 feet from the end of the first line of the second parcel of deed conveyed from Conrad Lapp, et ux., to Allen Murray, dated the 12th



day of July, 1919, and recorded in Liber No. 132, folio 35, one of the Land Records of Allegany County, and running thence with magnetic lines as of August, 1936, and with horizontal measurements North 4 degrees and 05 minutes West 203 feet to a cross-tie post standing on the first line of deed conveyed from Elizabeth A. Hoover and husband to Conrad Lapp, dated the 2nd day of November, 1895 and recorded in Liber No. 77, folio 614, one of the Land Records of Allegany County, and running thence with said line and with the old fence line (corrected) South 84 degrees and 25 minutes West 932 feet; thence with the second line of said Hoover tract and also with the fence line (corrected) North 73 degrees and 35 minutes West 647 feet to a fence post; thence with the third line and with the old fence line (corrected) South 17 degrees and 40 minutes West 272 feet to a fence post; thence with the fourth line and with the old fence line (corrected) South 87 degrees and 45 minutes East 1651 feet; thence North 4 degrees and 5 minutes West 30 feet to an iron stake the beginning; containing 6-56/100 acres more or less.

It being the same property conveyed to the parties of the first part by Conrad Lapp, Widower, by deed dated the 31st day of August, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 175, folio 579.

TOGETHER, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand (\$4,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void,

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first

part shall not pay all or said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure

to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Chester Crabtree (SEAL)
CHESTER CRABTREE

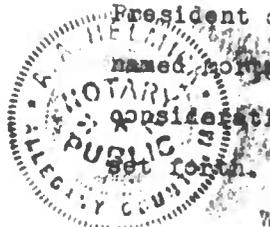
A. D. Hill

Catherine O. Crabtree (SEAL)
CATHERINE O. CRABTREE

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21st day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHESTER CRABTREE and CATHERINE O. CRABTREE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. D. Hill
NOTARY PUBLIC

part shall not pay all or said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure

to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Chester Crabtree (SEAL)
CHESTER CRABTREE

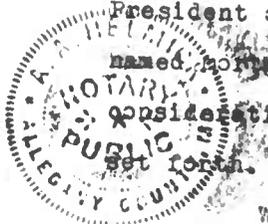
A. G. Helich

Catherine O. Crabtree (SEAL)
CATHERINE O. CRABTREE

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21st day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHESTER CRABTREE and CATHERINE O. CRABTREE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. G. Helich
NOTARY PUBLIC

Compared and Waived Delivered
to *Morgan* *10 5*

LIBER 306 PAGE 532

FILED AND RECORDED SEPTEMBER 1st 1954 at 12:15 P.M.

THIS MORTGAGE, Made this 30th day of August, 1954, by and between JOSEPH B. HARTLEY and JULIA M. HARTLEY, his wife, and RANDOLPH B. HARTLEY and NELA S. HARTLEY, his wife, all of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Eight Dollars and Forty Four Cents (\$8.44) beginning on the 30th day of September, 1954, and a like and equal sum of not less than Eight Dollars and Forty Four Cents (\$8.44) on the said 30th day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL those two lots or parcels of ground situated on the Westerly side of Princeton Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 10 and 11 of Block K, in Bellevue Addition to Cumberland, and particularly described as follows, to wit:



BEGINNING for the same on the Westerly side of Princeton Street at the end of the first line of Lot No. 9 of Block K, and running thence with the Westerly side of Princeton Street, North 32 degrees and 30 minutes East 50 feet, then at right angles to Princeton Street, North 57 degrees and 30 minutes West 100 feet to the Easterly side of Leiper Street, and with it, South 32 degrees and 30 minutes West 50 feet to the end of the second line of said Lot No. 9, then reversing said second line, South 57 degrees and 30 minutes East 100 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Charles Knapp and Carrie Knapp, his wife, by deed dated the 16th day of November, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 236, folio 215.

~~TOGETHER~~ with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby

secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale, secondly to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Joseph B. Hartley (SEAL)
JOSEPH B. HARTLEY

Julia M. Hartley (SEAL)
JULIA M. HARTLEY

WITNESS as to all:

Randolph B. Hartley (SEAL)
 RANDOLPH B. HARTLEY

A. G. Helmick

Nela S. Hartley (SEAL)
 NELA S. HARTLEY

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH B. HARTLEY and JULIA M. HARTLEY, his wife, and RANDOLPH B. HARTLEY and NELA S. HARTLEY, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and each in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. G. Helmick
 NOTARY PUBLIC

Filed AND RECORDED SEPTEMBER 1st 1954 at 12:15 P.M.

THIS MORTGAGE, Made this 30th day of August, 1954, by and between RANDOLPH B. HARTLEY and NELA S. HARTLEY, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second



part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Sixty Three Dollars and Twenty Nine Cents (\$63.29) beginning on the 30th day of September, 1954, and a like and equal sum of not less than Sixty Three Dollars and Twenty Nine Cents (\$63.29) on the said 30th day of each and every month thereafter, Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns all the following property:

ALL that lot or parcel of ground situated on the Southeast side of Frederick Street Extended, being Lot No. 81 of Schlund's Addition to Cumberland, in Allegany County, State of Maryland and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the point of intersection of the Southeast side of Frederick Street extended with the division line between Lots Nos. 80 and 81 of said Addition, said stake stands North 50 degrees and 15 minutes East, 856 feet from the point of intersection of the Southeast side of Frederick Street Extended with the Northeast side of Edward Avenue and continuing thence with the Southeast side of Frederick Street

Extended, North 50 degrees and 15 minutes East, 65 feet to a stake, thence at right angles to Frederick Street Extended South 39 degrees and 45 minutes East, 200 feet to a stake, thence with a line parallel to Frederick Street Extended, South 50 degrees and 15 minutes West 65 feet to a stake, thence at right angles to the last named line, North 39 degrees and 45 minutes West 200 feet to the beginning. All courses refer to the True Meridian and all measurements are horizontal.

It being the same property conveyed to the parties of the first part by Edward F. McGee and Madeline M. McGee, his wife, by deed dated the 1st day of March, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, folio 289; and being subject to the restrictions set out in said deed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Seven Thousand Five Hundred (\$7,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and

and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Randolph B. Hartley (SEAL)
RANDOLPH B. HARTLEY

A. A. Hahnich

Nela S. Hartley (SEAL)
NELA S. HARTLEY

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDOLPH B. HARTLEY and NELA S. HARTLEY, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Hahnich
NOTARY PUBLIC

FILED AND RECORDED AUGUST 31st 1954 at 2:50 P.M.

PURCHASE MONEY

This Mortgage, Made this 31st day of August

in the year Nineteen Hundred and Fifty -four, by and between

August V. Robey and Dorothy G. Robey, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Asso-

ciation, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Urbears, the said mortgagee has this day loaned to the said mortgagor s , the sum of _____ THIRTY-ONE HUNDRED AND FIFTY _____ Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of _____ FORTY _____ Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following described two parcels or tracts of land situated in the City of Cumberland, in Allegany County, in the State of Maryland, which are particularly described as follows, to-wit:

FIRST PARCEL: All that lot or parcel of ground known as Lot No. 65 in the Holzshu Realty Company's Addition to Cumberland, in the City of Cumberland in Allegany County, State of Maryland, described as follows:

BEGINNING at a point on the West side of City View Terrace at the end of the first line of Lot No. 64; and running thence with said side of said Terrace, North 06 degrees 45 minutes East 30 feet; thence at right angles to said Terrace, North 82 degrees 15 minutes West 76.68 feet to a 12-foot alley; thence with said alley, South 01 degrees East 30.5 feet to the second line of Lot No. 64; thence with said second line reversed, South 82 degrees 15 minutes East 67.42 feet to the place of BEGINNING.

The above described property is improved by a two story frame dwelling house consisting of six rooms and bath with hot air furnace heat and is known as No. 321 City View Terrace.

This being the same property which was conveyed by Howard Condry and Mildred Condry, his wife, unto the said August V. Robey and Dorothy C. Robey, his wife, by deed dated the same day as this mortgage and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage

SECOND PARCEL: All that lot or ground situated in Holzshu's Addition to Cumberland, Allegany County, Maryland, known and designated as Lot No. 16 in said Addition and described as follows:

BEGINNING on Ridgeway Terrace at the end of the third line of the deed from J. H. Holzshu and wife to Charles H. Kingsbury, dated June 21, 1894, and recorded among the Lands of Allegany County, Maryland, in Liber 75, folio 575, and reversing said third line South 75 degrees East 150 feet; thence South 15 degrees West 50 feet; thence North 75 degrees West 150 feet to Ridgeway Terrace, thence with it North 15 degrees East 50 feet to the BEGINNING.

The above described property is improved by a two story frame dwelling house consisting of eight rooms and bath with hot air furnace heat and is known as No. 23 Ridgeway Terrace.

This being the same property which was conveyed by John K. Warnick, et al., unto the said August V. Robey and Dorothy C. Robey, his wife, by deed dated August 18, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the

recording of this mortgage.

This is a purchase money mortgage.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 86, section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagor s their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of THIRTY-ONE HUNDRED AND FIFTY Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-

ation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest
Roscoe A. Crabtree

August V. Robey (SEAL)
August V. Robey
Dorothy C. Robey (SEAL)
Dorothy C. Robey

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 31st day of August,
in the year nineteen hundred and fifty -four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

August V. Robey and Dorothy C. Robey, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Roscoe A. Crabtree
Notary Public.



Compared and Mailed Delivery 2/15
To Myra Naylor, W. Va.
L. 7-11-54

FILED AND RECORDED AUGUST 31st 1954 at 8:30 A.M.

This Mortgage, Made this 25th day of August
in the year Nineteen Hundred and Fifty Four, by and between

Clifford L. Robinson and Winifred M. Robinson, his wife,



of Allegany County, in the State of Maryland
 parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia,
 part of the second part, WITNESSETH:

Whereas, the said Clifford L. Robinson and Winifred M. Robinson, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Eight Hundred Fifty Dollars (\$850.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Eight Hundred Fifty Dollars (\$850.00), with interest thereon at six per cent (6%) per annum, wherein the said Clifford L. Robinson and Winifred M. Robinson, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable in equal monthly installments of Fifteen Dollars (\$15.00) per month until principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clifford L. Robinson and Winifred M. Robinson

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All that certain lot or parcel of real estate situated in the Village of McCools, in the County of Allegany and State of Maryland, opposite the town of Keyser, West Virginia, together with all appurtenances thereunto belonging, and particularly described as follows:

BEGINNING for same at a stake at the intersection of Davis Street with Howard Street, on the west side of said Davis Street, thence N. 55 degrees W. 250 feet with the line of Howard Street to another stake, corner of the Lucy Dye land, thence with Lucy Dye's line S. 35 degrees W. 100 feet thence by a straight line S. 55 degrees E. 250 feet to Davis Street thence with the line of said Davis Street N. 35 degrees E. 100 feet to the place of BEGINNING, and being the same real estate that was conveyed to George W. Robinson and Ida B.

Robinson, his wife, from Joseph E. Ravenscroft by Deed dated the 1st day of May, 1920, and recorded among the Land Records of Allegany County, Maryland, in Deed Book Liber No. 133, Folio 316, and being also the same real estate which was devised to Clifford L. Robinson (who is one and the same person as Clifford Lonnie Robinson) under the Will of his father George W. Robinson, which Will is duly recorded in the office of the Register of Wills of Allegany County, Maryland, in Estate No. 1608, having been duly admitted to probate the 21st day of May, 1943.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clifford L. Robinson and Winifred M. Robinson, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

executor, administrator or assigns, the aforesaid sum of Eight Hundred Fifty Dollars (\$850.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Clifford L. Robinson and Winifred M. Robinson

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Clifford L. Robinson and Winifred M. Robinson

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and

Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Clifford L. Robinson and Winifred M. Robinson, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor its ~~representatives, executor~~ assigns.

And the said Clifford L. Robinson and Winifred M. Robinson

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Eight Hundred Fifty (\$850.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~estate~~ assigns, to the extent of its ~~own~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

F. C. Boon

F. C. Boon

Clifford L. Robinson [SEAL]
Clifford L. Robinson

Winifred M. Robinson [SEAL]
Winifred M. Robinson

_____ [SEAL]

_____ [SEAL]

WEST VIRGINIA
State of ~~Maryland~~
MINERAL
Allegany County, to-wit:

I hereby certify, That on this 26th day of August
in the year nineteen Hundred and Fifty - four, before me, the subscriber,
a Notary Public of the State of ~~Maryland~~ ^{W. Va.}, in and for said County, personally appeared
Clifford L. Robinson and Winifred M. Robinson
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd C. Moor,
Cashier for the Farmers and Merchants Bank of Keyser, West Virginia,
a corporation,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Commission expires Jan. 7, 1955

W. B. Holt

Notary Public.

FILED AND RECORDED SEPTEMBER 1st 1954 at 1:50 P.M.

This Mortgage, Made this 1st day of September in the
year Nineteen Hundred and fifty - four by and between
Francis R. Bloss and Hazel L. Bloss, his wife,

of Allegany County, in the State of Maryland, part 122 of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Ten Thousand & 00/100 - - - - - (\$10,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:



By the payment of Seventy-nine & 10/100 - - - (\$79.10) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of Shawnee Avenue in the City of Cumberland, Allegany County, Maryland, designated as part of Lots Nos. 7 and 8, Section "H" in the Cumberland Improvement Company's Northern Addition to Cumberland which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Shawnee Avenue, distant 335 feet measured in a westerly direction along the northerly side of said Shawnee Avenue from its intersection with the westerly side of Holland Street, and running then with the northerly side of said Shawnee Avenue, North 68 degrees 45 minutes West 65 feet; then at right angles to said Shawnee Avenue, North 21 degrees 15 minutes East 140 feet to the southerly side of a 16 foot alley, then with said side of said alley, South 68 degrees 45 minutes East 65 feet; and then South 21 degrees 15 minutes West 140 feet to the northerly side of said Shawnee Avenue, at the place of beginning.

Being the same property which was conveyed unto Ray Blose and Hazel L. Blose, his wife, by deed of Louis H. Appel and Hattis M. Appel, his wife, dated June 30, 1953, and recorded among the Land Records

of Allegany County, Maryland, in Liber No. 251, folio 159.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 92B of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand & 00/100 - - - - - (\$10,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William Hasman

Francis R. Blase (SEAL)
Francis R. Blase

Hazel L. Blase (SEAL)
Hazel L. Blase

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1ST day of September
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis R. Blose and Hazel L. Blose, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman
Notary Public.

FILED AND RECORDED SEPTEMBER 1st 1954 at 1:50 P.M.

This Mortgage, Made this 1ST day of September in the
year Nineteen Hundred and fifty-four _____ by and between _____

Richard B. Anderson, Jr. and Helen L. Anderson, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirty-five Hundred & 00/100 - - - - - (\$3500.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five & 00/100 - - - (\$35.00) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot, piece or parcel of land known as the whole of Lot No. 20 and part of Lot No. 21 in "Mapleside" in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of Lot No. 19 in said addition and running then with Maple Street South 26-3/8 degrees West 77 feet, then South 63-5/8 degrees East 100 feet to an alley, then with said alley North 26-3/8 degrees East 77 feet to the end of the second line of said Lot No. 19, and then with said second line reversed North 63-5/8 degrees West 100 feet to the place of beginning.

Being the same property conveyed to the said Richard B. Anderson, Jr. and Helen Louise Anderson, his wife, by Audra M. Brotemarkle, single, by deed dated February 19, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 198, folio 517.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred & 00/100 - - - (\$3500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Richard B. Anderson, Jr. [SEAL]
Richard B. Anderson, Jr.

Helen L. Anderson [SEAL]
Helen L. Anderson

_____ [SEAL]

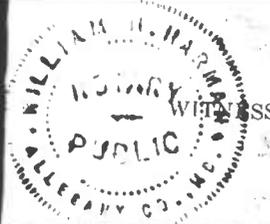
_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard B. Anderson, Jr. and Helen L. Anderson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

FILED AND RECORDED SEPTEMBER 1st 1954 at 1:50 P.M.

This Mortgage, Made this 1st day of September in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Albert L. Miller and Clara E. Miller, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty-seven Hundred & 00/100 - - - - - (\$2700.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



By the payment of Twenty-seven & 00/100 - - - (\$27.00) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor ^s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being on the southerly side of Baltimore Avenue, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Baltimore Avenue, at a point distant North 33 degrees 9 minutes West 9½ feet from the northwesterly corner of the Brick House located on the lot hereby conveyed and known as house No. 87 Baltimore Avenue, (old number), and also from the northwesterly corner of the Brick House located on the adjoining lot, and known as house No. 89 Baltimore Avenue, (old number), and running then with the southerly side of said Baltimore Avenue, South 61 degrees 13 minutes West 37.8 feet to line of division fence between the property hereby described and the property now owned by the heirs of Alphonso Luhrman, and then with said division fence, South 27 degrees 21 minutes East 95.4 feet to intersection of fences, then with another division fence, North 88 degrees 36 minutes East 8.9 feet, North 62 degrees 10 minutes East 33.6 feet to the division fence between the property hereby described and the property conveyed by Sigmund Tanzer and wife to Melvin B. Hartsock by deed dated December 31, 1907, and recorded in Liber No. 103, folio 52, one of the Land Records of Allegany County and then with said division fence, North 27 degrees West 62.7 feet to the southwestly corner of the aforesaid Brick House located on the adjoining lot, and known as No. 89 Baltimore Avenue, (old number), and then along and with the westerly wall of said house No. 89 (old number) and the same extended, North 33 degrees 9 minutes West 37.8 feet to the place of beginning.

Being the same property which was conveyed unto the said parties of the first part by deed of W. Wallace McKaig, widower, dated the 1st day of October, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 245, folio 38.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor ^s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-seven Hundred & 00/100 - - (\$2700.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William Harman

Albert L. Miller (SEAL)
Albert L. Miller

Clara E. Miller (SEAL)
Clara E. Miller

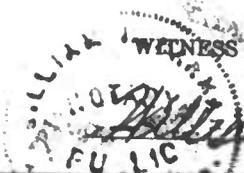
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of September
in the year nineteen hundred and ~~forty~~ Forty Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Albert L. Miller and Clara E. Miller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Lange,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



William Harman
Notary Public

Compared and Mailed Delivered
To Maryland City
Oct 7 19 54

FILED AND RECORDED SEPTEMBER 1st 1954 at 2:45 P.M.

This Mortgage, Made this 1st day of
September
August in the year nineteen hundred and fifty-four, by and between

Patrick W. Souders and Rena R. Souders, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said



Patrick W. Souders and Rena R. Souders, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Three Thousand (\$3,000.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

Patrick W. Souders and Rena R. Souders, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated in Cumberland, Allegany
 County, Maryland, fronting on the Northerly side of Willow Brook Road.

BEGINNING at a point on the Northerly side of Willow Brook Road
 at the corner of a proposed street 30 feet wide between this property
 and the George Lindner property, and running with and binding on said
 proposed street 140 feet, more or less, to a proposed alley 10 feet
 wide, and with said alley in an Easterly direction 50 feet, more or
 less, to the end of the first line of a lot conveyed by Robert M. King
 et al, to Clarence Day by deed dated December 11, 1936, and recorded
 among the Land Records of Allegany County, in Liber No. 16, folio
 342, and with said Day line reversed, 140 feet, more or less, to
 Willow Brook Road and with said road 50 feet, more or less, to the
 beginning.

It being the same property which was conveyed unto the said
 Mortgagors by Henry T. Grahame and wife, by deed dated the 31st day
 of March, 1947, and recorded in Liber No. 214, folio 230, one of the
 Land Records of Allegany County.

This obligation is also secured by a Chattel Mortgage bearing
 even date herewith and by and between the same parties hereto covering
 one 1953 Ford Four-Door Sedan.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
 successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
 does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
 Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when
 and as the same becomes due and payable, and in the meantime does and shall perform all the
 covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
 shall, except by reason of death, cease to own, transfer or dispose of the within described property
 without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
 future advances made at the Mortgagee's option, prior to the full pay-
 ment of the mortgage debt, but not to exceed in the aggregate the sum
 of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
 would make the mortgage debt exceed the original amount hereof, pro-
 vided the full amount of any such advance is used for paying the cost
 of any repair, alterations or improvements to the mortgaged property as
 provided by Chapter 923 of the Laws of Maryland passed at the January
 session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
 retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
 and public liens levied on said property, and on the mortgage debt and interest hereby intended to
 be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
 and all public charges and assessments when legally demandable; and it is further agreed that in
 case of default in said mortgage the rents and profits of said property are hereby assigned to the

mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Patrick W. Souders (SEAL)
Patrick W. Souders

James M. Forley

Rena R. Souders (SEAL)
Rena R. Souders

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

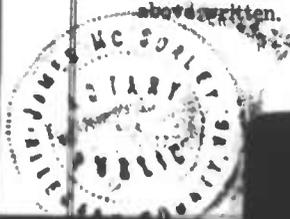
I hereby Certify, that on this 1st day of September ~~August~~ in the year nineteen hundred and forty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Patrick W. Souders and Rena R. Souders, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

James M. Forley
Notary Public



Alley; then with said alley, North 18 degrees and 34 minutes East 44½ feet; then North 71 degrees 26 minutes West 116-5/12 feet to the place of beginning. Surveyed in April, 1946 by Carl A. Low, Civil Engineer.

It being the same property which was conveyed to Paul Henry Scott and Mamie Virginia Scott, his wife, by Robert W. Young and Edith M. Young, his wife, by deed dated the 29th day of April, 1946, and recorded in Liber 208, folio 466, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul Henry Scott and Mamie Virginia Scott, his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventeen Thousand and no/100----- Dollars (\$ 17,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Paul Henry Scott and Mamie Virginia Scott, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Paul Henry Scott and Mamie Virginia Scott, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or _____

F. Brooke Witing

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Paul Henry Scott and Mamie Virginia Scott, his wife, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their _____ representatives, heirs or assigns.

And the said Paul Henry Scott and Mamie Virginia Scott, his wife

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Thousand and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Ethel McCarty
Ethel McCarty

Paul Henry Scott [SEAL]
Paul Henry Scott

Mamie Virginia Scott [SEAL]
Mamie Virginia Scott

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 1st day of September
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul Henry Scott and Mamie Virginia Scott, his wife,

and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Ethel McCarty-----Notary Public.

FILED AND RECORDED AUGUST 31 1954
7:40 3

FILED AND RECORDED AUGUST 31st 1954 at 9:10 A.M.

This Mortgage, Made this Twenty Seventh day of
August in the year nineteen hundred and fifty-four, by and between

Frederick D. Thompson and Roberta H. Thompson, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:



Whereas, the said

Frederick D. Thompson and Roberta H. Thompson, his wife,
stand indebted unto the said **The Liberty Trust Company** in the just and full sum of
Twenty-One Hundred (\$2100.00) - - - - - Dollars,
payable to the order of the said **The Liberty Trust Company**, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of **The Liberty Trust Company** in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Frederick D. Thompson and Roberta H. Thompson, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said **The Liberty Trust Company**, its successors and assigns, the following property to-wit:

All those lots or parcels of ground situated on the Westerly side
of Hill Street, in the City of Cumberland, Maryland, which are more
particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same at a cross mark cut in the
concrete steps through the masonry wall along the Westerly side of
Hill Street opposite the Westerly end of Sharp Street, the said point
also being North 30 degrees 10 minutes East 24.6 feet along the Wester-
ly side of Hill Street and the front of Lot No. 1 of Ferdinand Hirsch's
subdivision of part of Thomas Shriver's Addition to the City of Cumber-
land; thence with the said side of Hill Street and the remainder of
the front line of Lot No. 1, North 30 degrees 10 minutes East 5.40 feet
to the Southeast corner of Lot No. 2, thence continuing with part of
the front line of Lot No. 2 and the Westerly side of Hill Street,
North 30 degrees 10 minutes East 20.0 feet to a chiseled line in the
face of the masonry wall, thence North 59 degrees 50 minutes West 135
feet to a point in the rear line of Lot No. 2 of the said subdivision;
thence with part of the said rear line, South 30 degrees 10 minutes
West 20.0 feet to the Southwest corner of Lot No. 2; thence continuing
with part of the rear line of Lot No. 1, South 30 degrees 10 minutes
West 3.0 feet to a point; thence with the center line of the two-story
double frame dwelling, South 58 degrees 50 minutes East 135.04 feet to
the beginning.

SECOND PARCEL: BEGINNING for the same at a point in the rear
line of Lot No. 1 of Ferdinand Hirsch's subdivision of part of Thomas
Shriver's Addition to the City of Cumberland, the said point being
North 30 degrees 10 minutes East 27 feet from the Southwest corner of
Lot No. 1, thence North 30 degrees 10 minutes East 3.0 feet to the
Southwest corner of Lot No. 2, thence continuing North 30 degrees 10
minutes East 20.0 feet with part of the rear line of Lot No. 2 to a
point; thence North 59 degrees 50 minutes West 16.0 feet across an
abandoned alley, thence continuing North 59 degrees 50 minutes West
590.8 feet to an iron pin; thence South 23 degrees 12 minutes West
25.25 feet to an iron pin, thence South 59 degrees 50 minutes East
587.7 feet to a point; thence continuing South 59 degrees 50 minutes
East 16 feet across an abandoned alley to a point in the rear line of
Lot No. 1, thence with part of the rear line of Lot No. 1, North 30
degrees 10 minutes East 2.0 feet to the beginning.

It being the same property which was conveyed by George R. Hughes
Trustee, to Frederick D. Thompson and wife, by deed dated the 24th
day of March, 1951, and recorded in Liber No. 233, folio 234, one of
the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,

does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-One Hundred (\$2100.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

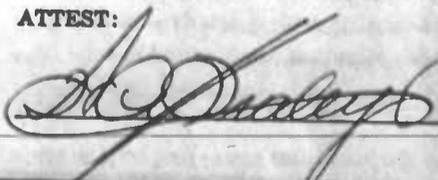
AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-One Hundred (\$2100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:



Frederick D. Thompson (SEAL)
Frederick D. Thompson

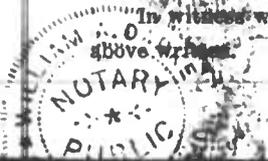
Roberta H. Thompson (SEAL)
Roberta H. Thompson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17 day of August 1954 in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Frederick D. Thompson and Roberta H. Thompson, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Charles A. Piper
Notary Public

FILED AND RECORDED SEPTEMBER 1st 1954 at 2:45 P.M.

This Mortgage, Made this 31st day of August in the year nineteen hundred and fifty-four, by and between

Adalbert M. Spioch and Margaret E. Spioch, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Adalbert M. Spioch and Margaret E. Spioch, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred Fifty (\$2550.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Adalbert M. Spioch and Margaret E. Spioch, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 38, of Block 7 of "Rose Hill Addition to Cumberland, Maryland", and particularly described as follows:

BEGINNING on the North side of Patterson Avenue, and at the end of the second line of Lot No. 37, and running thence with said Avenue, South 82 degrees 35 minutes East 25 feet, thence North 7 degrees 25 minutes East 100 feet to an alley 12 feet wide, and with it, North 82 degrees 35 minutes West 25 feet to the end of the third line of Lot No. 37 and with it reversed, South 7 degrees 25 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Louise B. Fleckenstein, widow, by deed dated March 13, 1946, and recorded in Liber 207, folio 382, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred Fifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to

apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred Fifty (\$2550.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Adalbert M. Spioch (SEAL)
Adalbert M. Spioch

Thomas L. Kesch

Margaret E. Spioch (SEAL)
Margaret E. Spioch

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 31ST day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Adalbert M. Spioch and Margaret E. Spioch, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Ashley
Notary Public

FILED AND RECORDED AUGUST 31st 1954 at 12:15 P.M.

This Mortgage, Made this 31st day of AUGUST in the year Nineteen Hundred and fifty -four by and between

Charles D. Price and Madeline D. Price, his wife, Bruce K. Price, single, and Herbert W. Cessna and Edith M. Cessna, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Fifty-five & 00/100 - - - (\$6055.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-nine & 53/100 - - - (\$49.53) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being at the intersection of the westerly side of Deal Avenue, and the southerly side of First Street opposite Park Heights Addition, Narrows Park, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 140 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the westerly side of Deal Avenue and the southerly side of First Street, and running then with said side Avenue South 39 degrees East 124.3 feet, then South 51 degrees West 120 feet to the easterly side of a 15 foot alley, then with said alley North 39 degrees West 103 feet to the southerly side of First Street, and then with said First Street North 32 degrees East 127 feet to the place of beginning.

Being part of the property which was conveyed unto Charles D. Price et al, by deed of Herbert W. Cessna et ux, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents, it also



being part of the property which was conveyed unto Herbert W. Cessna et ux, by deed of the Home Owners Loan Corporation dated February 7, 1939 and recorded in Liber 182, folio 554 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Fifty-five & 00/100 - - - (\$6055.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Charles D. Price (SEAL)
Charles D. Price

Madeline D. Price (SEAL)
Madeline D. Price

Bruce K. Price (SEAL)
Bruce K. Price

Herbert W. Cessna (SEAL)
Herbert W. Cessna

Edith M. Cessna (SEAL)
Edith M. Cessna

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 31st day of AUGUST
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles D. Price and Madeline D. Price, his wife, Bruce K. Price, single, and Herbert W. Cessna and Edith M. Cessna, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman
Notary Public.

Compared and ~~Noted~~ Delivered 8/24
To _____ 1954

LIBER 306 PAGE 568

FILED AND RECORDED AUGUST 31st 1954 at 12:05 P.M.

This Mortgage, Made this 27th day of AUGUST in the
year Nineteen Hundred and fifty -four by and between
Walter A. McKinney and Ole McKinney, his wife,

_____ of Allegany County, in the State of Maryland, part 192 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ninety-six Hundred & 00/100 - - - - (\$9600.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-eight & 45/100 - - - - (\$78.45) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in the rear of the southerly side of Vocke Road, LaVale, Allegany County, Maryland, known and designated as Lot No. 5 of the McKinney lots, a plat of which said addition is recorded in Liber No. 254, folio 541 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of an 18 foot lane at the end of the first line of Lot No. 4 in said addition, and running then with said lane South 10 degrees West 50 feet, then South 80 degrees East 135 feet, then North 10 degreee East 50 feet to the end of the second line of said Lot No. 4, and then with said second line reversed North 80 degrees West 135 feet to the place of beginning.

Being part of the property which was conveyed unto the parties of the first part by deed of William R. Carscaden, Trustee, dated June 29, 1953, and recorded in Liber No. 251, folio 122 one of the Land Records of Allegany County, Maryland.

Second: All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as Lot No. 78 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded



in Plat Box No. 106, one of the Land Records of Allegany County, Maryland, which said Lot No. 78 is more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of Ashland Avenue distant South 64 degrees 18 minutes East 120 feet from the intersection of the southerly side of Ashland Avenue with the easterly side of Piedmont Avenue, and running then with the southerly side of Ashland Avenue, South 64 degrees 18 minutes East 40 feet; then South 25 degrees 42 minutes West 100 feet; then North 64 degrees 18 minutes West 40 feet; then North 25 degrees 42 minutes East 100 feet to the place of beginning.

It being the same property conveyed by William R. Carscaden, Trustee, to Walter A. McKinney and Ola McKinney, his wife, by deed dated the 9th day of February, 1948, and which is recorded in Liber No. 219, folio 118, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ninety-six Hundred & 00/100 - - - - (\$9600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Handwritten signature of Gerald L. Hansen

Walter A. McKinney [SEAL]
Walter A. McKinney

Ola McKinney [SEAL]
Ola McKinney

_____ [SEAL]

_____ [SEAL]

of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land lying and being on the east side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

Beginning for the same at the intersection of the east side of Maryland Avenue with the southerly side of an alley 15 feet wide, said beginning being also distant South $50\frac{1}{2}$ degrees West 15 feet from the end of the first line of a lot of ground conveyed by Johnson, Stewart and Walsh Company to William T. Coulehan, and running then with said Maryland Avenue South $50\frac{1}{2}$ degrees West 30 feet; then at right angles to said Maryland Avenue $39\text{-}\frac{3}{4}$ degrees East 100 feet to the west side of an alley 15 feet wide, and with it North $50\frac{1}{2}$ degrees East 26 feet to another alley 15 feet wide, and with it North $37\frac{1}{2}$ degrees West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Florence S. Willison, widow, dated September 3, 1946, recorded in Liber 211, folio 71, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Nine Hundred Twenty-six & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Clare J. Maguire [SEAL]
Clare J. Maguire, Sr.

Nancy L. Maguire [SEAL]
Nancy L. Maguire

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of August
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clare J. Maguire, Sr. and Nancy L. Maguire, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman
Notary Public.

Approved and Noted Delivered
1954

FILED AND RECORDED AUGUST 31st 1954 at 9:10 A.M.

This Mortgage, made this 30th day of August, in the
year Nineteen Hundred and fifty-four, by and between

William V. Kaylor and Juanita V. Kaylor, his wife,

hereinafter called Mortgagors, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

hereinafter called Mortgagees, which expression shall include their heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, parties of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted
unto the said Mortgagees in the full sum of Nine Thousand (\$9,000.00)
Dollars, together with the interest thereon at the rate of Six (6%) pe-
centum per annum. The said Mortgagors hereby covenant and agree to
make payments of not less than One Hundred Twenty-Five (\$125.00)
Dollars each month on account of the principal indebtedness and interest
as herein stated, the interest to be computed semi-annually at the rate
aforesaid and deducted from said payments, and the balance thereof,
after deducting the interest shall be credited to the principal
indebtedness.



NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

All that lot or parcel of land situated on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. 12 of Block No. 13 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby being conveyed being described as follows:

Fronting on the Westerly side of Sheridan Place, bounded and described as follows:

BEGINNING at a point on the Westerly side of Sheridan Place where line dividing Lots Nos. 11 and 12 intersect same, and running thence along the Westerly side of Sheridan Place, South 26 degrees 35 minutes West 35 feet line dividing Lots Nos. 12 and 13; thence at right angles to said Sheridan Place, along with dividing line, North 63 degrees 25 minutes West 120 feet to the Easterly side of Ascension Street, thence with said Ascension Street in a Northerly direction for a distance of 37.5 feet, more or less, to line dividing Lots Nos. 11 and 12; and with it, South 63 degrees 25 minutes East 125 feet to the place of beginning. All courses refer to true North.

It being the same property which was conveyed unto the said Mortgagors by Wilbur K. Bishop and wife, by deed dated the 29th day of July, 1943, and recorded in Liber No. 196, folio 662, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of land situated in Cumberland, Allegany County, Maryland, known as Lot No. 13, in Block No. 13, of the Property of The Cumberland Heights Improvement Company, as shown on the plat of said Company.

It being the same property which was conveyed unto the said Mortgagors by Arthur J. Weber and wife, by deed dated the 16th day of August, 1945, and recorded in Liber No. 204, folio 719, one of the Land Records of Allegany County.

This obligation is also secured by a Chattel Mortgage by and between the same parties hereto and bearing even date herewith. It being understood that the total obligation as evidenced by this Mortgage and the Chattel Mortgage here referred to is Nine Thousand (\$9,000.00) Dollars, together with the interest thereon as aforesaid.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid Nine Thousand (\$9,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, their - - - - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, - - - - - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least - - - - - Nine Thousand (\$9,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee s to the extent of their - - - - - lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s ; and to pay

the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

George R. Hughes

William V. Kaylor (SEAL)
William V. Kaylor

Juanita V. Kaylor (SEAL)
Juanita V. Kaylor (SEAL)
(SEAL)

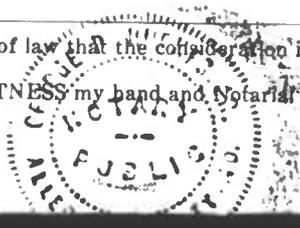
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 30th day of August, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, William V. Kaylor and Juanita V. Kaylor, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

the within named Mortgagee s, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes Jr.
Notary Public

Compared and Mailed Delivered MB
Mortgage Copy
8/27/54

FILED AND RECORDED AUGUST 31st 1954 at 9:10 A.M.

This Mortgage, Made this 27th day of August in the year nineteen hundred and fifty-four, by and between

Ray F. Butler and Permella H. Butler, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ray F. Butler and Permella H. Butler, his wife,



stand indebted unto the said **The Liberty Trust Company** in the just and full sum of
 Seventeen Hundred (\$1700.00) - - - - - Dollars,
 payable to the order of the said **The Liberty Trust Company**, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of **The Liberty Trust Company** in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

Ray F. Butler and Permelia H. Butler, his wife,
 does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said **The Liberty Trust Company**, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in LaVale, near Cumber-
 land, Allegany County, State of Maryland, being part of Lot No. 96 of
 the National Highway Addition as shown on Plat recorded in Plat Case
 Box No. 122, one of the Land Records of Allegany County, and more par-
 ticularly described as follows, to-wit:

BEGINNING for the same at the center of a post that stands on the
 Southeast side of "B" Street at the end of the first line of Lot No.
 95 of the aforementioned Addition, said post also stands at the end of
 the first line of parcel of ground conveyed by Allegany County Improve-
 ment Company to Frank Boch, et ux, by deed dated the 10th day of
 September, 1920, and recorded in Liber No. 135, folio 190, one of the
 Land Records of Allegany County, and continuing thence with part of
 the first line of Lot No. 96 as aforementioned (Magnetic Bearings as
 of the original Plat and horizontal distances) South 31 degrees and 30
 minutes West 67 feet to a stake standing at the beginning of parcel of
 ground conveyed by John W. Ritchie, widower, to Alston H. Robinette,
 et ux, by deed dated July 19, 1930, and recorded in Liber No. 163,
 folio 666, one of the Land Records of Allegany County, and continuing
 thence reversing the fourth line of said Robinette parcel of ground,
 South 58 degrees and 10 minutes East 246-7/10 feet to a stake distant
 25 feet from the Northwest limits of the Georges Creek and Cumberland
 Branch of the Western Maryland Railroad, thence parallel to and dis-
 tant 25 feet from said limits and in a Northeast direction 67 feet,
 more or less, until it intersects a line at right angles to "B" Street
 from the beginning of this parcel of ground, thence reversing said line
 and running North 58 degrees and 10 minutes West 242 feet to the be-
 ginning, containing .38 acres, more or less.

It being the same property which was conveyed unto the said Mort-
 gagors by John W. Ritchie, et ux, by deed dated October 25, 1944, and
 duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
 successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
 does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
 Seventeen Hundred (\$1700) - - - - - Dollars, together with the interest thereon when
 and as the same becomes due and payable, and in the meantime does and shall perform all the
 covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
 shall, except by reason of death, cease to own, transfer or dispose of the within described property
 without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
 future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

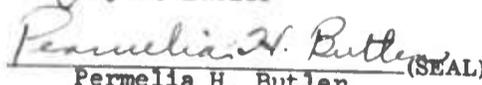
Seventeen Hundred (\$1700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:



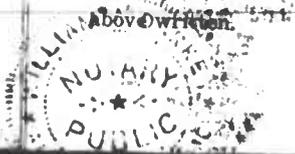
 (SEAL)
Jay F. Butler
 (SEAL)
Permelia H. Butler

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27 day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ray F. Butler and Permella H. Butler, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Irma Sharkey
Notary Public

FILED AND RECORDED AUGUST 31st 1954 at 11:55 A.M.

This Mortgage, Made this 27th day of August in the year Nineteen Hundred and fifty-four

by and between
- - - - - JOSEPH DUDEK and DOROTHY DUDEK, his wife - - - - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America,

of Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

EIGHT THOUSAND - - - - - 00/100 DOLLARS (\$8,000.00)

payable one year after date of these presents, together with interest



payable at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated, lying and being in or near the City of Frostburg, in Allegany County, Maryland, and more particularly described in a deed from Morris Baron, et al, Trustees, to Joseph Dudek, et ux, which is dated August 31, 1937, and recorded in Deeds Liber 178, folio 707, reference to which is hereby made for a more particular description of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns, the aforesaid sum of

EIGHT THOUSAND- - - - -00/100 DOLLARS (\$8,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least EIGHT THOUSAND DOLLARS (\$8,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David G. Muehls [Signature] Joseph Dudek [Signature] [Seal] JOSEPH DUDEK
David G. Muehls [Signature] Dorothy Dudek [Signature] [Seal] DOROTHY DUDEK

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH DUDEK and DOROTHY DUDEK, his wife and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.



Ruth M. Todd [Signature]
Notary Public

FILED AND RECORDED AUGUST 31 1954 at 9:10 A.M.

This Mortgage, Made this 26th day of

August in the year nineteen hundred and fifty-four, by and between

Myrle C. Burch and Dorothy E. Burch, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.



Witnesseth:

Whereas, the said

Myrle C. Burch and Dorothy E. Burch, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirteen Hundred Fifty (\$1350.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Myrle C. Burch and Dorothy E. Burch, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All that lot or parcel of ground thirty feet wide situ-
ated on the Northerly side of Mary Street in the City of Cumberland,
Allegany County, Maryland, known and designated as Lot No. Three
Hundred Eighty-Three (383) and on the plat of the Humbird Land and
Improvement Company's Addition to Cumberland, reference to said plat
being hereby made for a more full and particular description of said
lot.

SECOND: All that lot or parcel of ground thirty feet wide, situ-
ated on the Northerly side of Mary Street in the City of Cumberland,
Allegany County, Maryland, known and designated as Lot No. Three
Hundred Eighty-Four (384) and on the plat of the Humbird Land and
Improvement Company's Addition to Cumberland, reference to said plat
being hereby made for a more full and particular description of said
lot.

It being the same property which was conveyed unto the said
Mortgagors by C. William Gilchrist, Trustee, by deed dated the 1st
day of December, 1947, and recorded in Liber No. 218, folio 252, one
of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred Fifty (\$1350.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred Fifty (\$1350.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Myrle C. Burch (SEAL)
Myrle C. Burch

James M. Ashley

Dorothy E. Burch (SEAL)
Dorothy E. Burch

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Myrle C. Burch and Dorothy E. Burch, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Ashley
Notary Public

Compared and Mailed Dated August 31 1954

To Maryland DE 24

FILED AND RECORDED AUGUST 31st 1954 at 8:30 A.M.

This Mortgage, Made this 30th day of August in the year Nineteen Hundred and fifty-four, by and between

CHARLES E. HARDY and HAZEL A. HARDY, his wife, and VIRGINIA LEE TWIGG and EDWARD MASON TWIGG, her husband,

of Allegany County, in the State of Maryland.

parties of the first part, and **THE SECOND NATIONAL BANK OF CUMBERLAND**, a national banking corporation incorporated under the laws of the United States of America, and having its principal office in the City

of Cumberland, Allegany County, in the State of Maryland.

part y. of the second part, WITNESSETH:



Whereas, the said parties of the first part are justly indebted unto the party of the second part in the full sum of Three Thousand Dollars (\$3,000.00) payable five years after date, together with interest thereon at the rate of five per cent (5%) per annum, to be computed and payable monthly; all of which indebtedness, together with interest as aforesaid, the parties of the first part covenant and agree to pay in monthly installments of Fifty-six Dollars and Sixty-two Cents (\$56.62) each, including interest, beginning one month after the date hereof, and monthly thereafter until the same shall have been fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1929 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~and assigns~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying and being in Cumberland, Allegany County, Maryland, known as Lot No. 20 of Block No. 19 of Johnson's Heights Addition, said property being more particularly described as follows:

BEGINNING for the same on the easterly side of Louisiana Avenue where the line dividing Lots No. 20 and No. 21 intersect same and running thence with the easterly side of said Avenue by a curved line to the right (the radius of said curved line being five hundred eighty feet) in a northerly direction for a distance of forty-four and eighty-three hundredths feet to the line dividing Lot No. 19 and No. 20; thence along said dividing line radial to said curved line South seventy-eight degrees nineteen minutes East one hundred thirty feet to an alley; and with it by a curved line to the left (radius of said curved line being four hundred fifty feet) in a southerly direction for thirty-six and seventy-seven hundredths feet to the line dividing Lot No. 20 and No. 21; thence with said dividing radial to said curved line North eighty-two degrees forty-five minutes West one hundred thirty feet to the beginning. All courses referred to true North.

IT being the same property which was conveyed to Charles E. Hardy et ux, et al by W. Earle Cobey, Trustee, by deed dated July 29, 1954, and recorded in Deeds Liber 260, folio 427 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or assigns~~ or assigns, the aforesaid sum of _____

- - - - - Three Thousand and 00/100 - - - - - (\$3,000.00) Dollars together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby

mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Witness:

Angela M. McLean _____
Charles E. Hardy [Seal]
CHARLES E. HARDY
Hazel A. Hardy [Seal]
HAZEL A. HARDY
Virginia Lee Twigg [Seal]
VIRGINIA LEE TWIGG
Edward Mason Twigg [Seal]
EDWARD MASON TWIGG

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of August
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles E. Hardy and Hazel A. Hardy, his wife, and Virginia Lee Twigg and
Edward Mason Twigg, her husband,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared JOSEPH M. NAUGHTON,
President of The Second National Bank of Cumberland,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said Joseph M. Naughton
further made oath that he is the President of the within named mortgagee and
duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mabel A. Schack
Notary Public



Computed and Mailed Delivered
To: *Wm. D. Webb, Jr.*
19 54

FILED AND RECORDED AUGUST 31st 1954 at 8:30 A.M.

This Mortgage, Made this 30th day of August
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM D. WEBB, JR., and DELORES S. WEBB, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:



Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent (6%) per annum in monthly installments of \$52.57 each. Said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, his heirs and assigns, the following property, to-wit:

ALL those certain lots or parcels of ground situated about four miles west of the City of Cumberland, Allegany County, Maryland, and to be known or designated as Lots Nos. 41 and 42 of Section B on the plat of the subdivision of part of the Christopher Weires Farm, surveyed October 20th, 1923, by H. W. Schaidt, Surveyor, and more particularly described in a deed from Zella J. Weires to William D. Webb, Jr., et ux, dated July 18, 1953, and recorded in Deeds Liber 251, folio 475, among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor or assigns, the aforesaid sum of

- - - - Four Thousand and 00/100 Dollars (\$4,000.00) - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,

assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

W. Carlander

William D. Webb, Jr. [Seal]
WILLIAM D. WEBB, JR.

Delores S. Webb [Seal]
DELORES S. WEBB

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William D. Webb, Jr., and Delores S. Webb, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared _____

Irving Millenson the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

FILED AND RECORDED SEPTEMBER 2nd 1954 at 12:05 P.M.

This Mortgage, Made this 1ST day of September in the year Nineteen Hundred and fifty-FOUR by and between

C. Paul Roeder and Sylvia M. Roeder, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty Thousand & 00/100 - - - - - (\$30000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Three Hundred & 00/100 - - (\$300.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that parcel of land situated in Cumberland, Allegany County, Maryland, and being more particularly described as follows to-wit:

Beginning for the same at a point on the west side of George Street, said point being 350.016 feet from the northwest corner of intersection of Baltimore and George Streets, and running



then (true meridian courses and horizontal distances being used throughout) South 71 degrees 53 minutes West 20.29 feet to the north-eastern corner of a brick garage; then with the northern side of said garage South 72 degree 02 minutes West 121.92 feet to the intersection of beforementioned brick garage and a brick storage warehouse; then leaving beforementioned brick garage and running with northern side of said brick storage warehouse, South 71 degree 05 minutes West 29.82 feet and still with the northern side of said brick storage warehouse, North 42 degree 22 minutes West 25.39 feet; then leaving said brick storage warehouse and running with the northern side of an alley North 43 degrees 12 minutes West 84.36 feet to the most southern corner of brick concrete garage on property owned by Louis Stein and recorded among the Land Records of Allegany County, Maryland, in Liber No. 103,

folio 387; then North 72 degree 01 minutes East 29.15 feet to the property of the Baltimore and Ohio Railroad Company, and running with the property of the Baltimore and Ohio Railroad Company North 72 degree 01 minute East 186.71 feet to a point on west side of George Street; then with west side of said street South 19 degrees 33 minutes East 98.93 feet to the beginning, containing 0.441 of an acre, more or less, and all of which is shown outlined in red on a certain plat attached to the deed from the Consolidation Coal Company to the Green-Brier Quarry Company, dated December 31, 1928, recorded in Liber 160, folio 89 one of the Land Records of Allegany County, Maryland.

And also such rights as the first party may have to use any alleyways or streets adjacent to or nearby said property. And also including any and all pieces or parcels of land adjoining the above described property to which title has been acquired by the parties of the first part or its predecessors in title, by adverse possession.

Being the same property which was conveyed unto the parties of the first part by deed of J. Paul Blundon & Catherine S. Blundon, his wife dated May 15, 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 240, folio 454.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Thousand & 00/100 - - - - - (\$30,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

C. Paul Roeder [SEAL]
C. Paul Roeder

Sylvia M. Roeder [SEAL]
Sylvia M. Roeder

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

C. Paul Roeder and Sylvia M. Roeder, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

FILED AND RECORDED SEPTEMBER 2nd 1954 at 12:05 P.M.

This Mortgage, Made this 1st day of September in the
year Nineteen Hundred and fifty-four by and between

Warren L. Davis and Bettie L. Davis, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifty-seven Hundred Sixty & 00/100 - - - - (\$5760.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-seven & 60/100 - - - (\$57.60) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said



principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly side of Roberts Avenue known and designated as Lot No. 35 in Roberts Place, Second Addition, a plat of which said addition is located in Liber 1, folio 67, among the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a stake on the northwesterly side of Roberts Avenue, said stake being 180 feet northwesterly along the northwesterly side of Roberts Avenue from the point where the northwesterly side of Roberts Avenue intersects the center line of First Street, said stake also being at the northeasterly corner of Lot No. 36 in said addition, and running then North 58 degrees West with the northeasterly side of said Lot No. 36 a distance of 104.2 feet to a stake on the southeasterly side of a 15 foot alley, then with said alley North 39 degrees 30 minutes East 40.3 feet to a stake, then with the southwesterly side of Lot No. 34 in said addition South 58 degree East 99 feet to a stake on the northwesterly side of Roberts Avenue, and then with said avenue South 32 degree West 40 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Edward L. Lewis and Hila Elizabeth Lewis, his wife, dated the 12th day of August, 1949, recorded among the Land Records of Allegany County, Maryland, in Liber No. 226, folio 144.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-seven Hundred Sixty & 00/100 - - (\$5760.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Thomas

Warren L. Davis [SEAL]

Bettie L. Davis [SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Warren L. Davis and Bettie L. Davis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harlan
Notary Public.

FILED AND RECORDED SEPTEMBER 2nd 1954 at 3:00 P.M.

This Mortgage, Made this 25th day of

August, in the year nineteen hundred and Fifty Four, by and between
Trustees of Flintstone Methodist Episcopal Church, Inc.,
a corporation of the State of Maryland,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
Witnesseth:

Whereas, the said Mortgagor is justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which
it has given its promissory note of even date herewith payable on or before six
years after date with interest at the rate of 4 1/2% per annum payable semi-annually,
with the privilege of paying on the principal at any interest paying period.

And Whereas as above loan and mortgage were authorized by resolutions
duly adopted by the Quarterly Conference and the Board of Trustees of the "Trustees
of Flintstone Methodist Episcopal Church, Inc.," Mortgagor, at meetings of such
bodies duly called and held, and consented to by the Pastor of said Church and the
Superintendent of the Hagerstown District of the Baltimore Conference of the
Methodist Church, all as required by the Discipline of said Church in case of
mortgages.



And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that certain lot or parcel of land situated on the North side of U. S. Highway No. 40, and West of the Village of Flintstone, in Election District No. 3, of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a point on the center line of the said U. S. Highway No. 40, a distance of 492.25 feet Westerly from its point of intersection with Route No. 326, the so-called Chaneyville Road, this point of beginning witnessed by a stake beside the said U. S. Highway No. 40 and 28 feet from its center line; thence horizontal distances North 29 degrees 30 minutes East 217.8 feet to a stake; thence North 60 degrees 30 minutes West 200 feet to a stake; thence South 29 degrees 30 minutes West 217.8 feet to the center line of the aforesaid U. S. Highway No. 40; thence and with said center line, South 60 degrees 30 minutes East 200 feet to the place of beginning, containing one acre.

Being the same property conveyed by the Flintstone Methodist Church of the Baltimore Conference, Hagerstown District, its Trustees et al to the said Trustees of Flintstone Methodist Episcopal Church, Inc. by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagor, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - -Four Thousand (\$4,000.00)- - - - - dollars and the interest thereon in the manner and at the times as aforesaid set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and

duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Blaine C. Blount
Notary Public



STATE OF MARYLAND,

ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 25 day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles H. Babb, President of the Board of Trustees of "Trustees of Flintstone Methodist Episcopal Church, Inc.," and acknowledged the foregoing instrument to be the act and deed of said Corporation, and he also made oath that he is the President of the Board of Trustees of said Corporation and duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal the date aforesaid.

Blaine C. Blount
Notary Public.



*Checked and dated 9/3/54
By Blaine C. Blount, Notary Public
7 1954*

FILED AND RECORDED SEPTEMBER 3rd 1954 at 12:20 P.M.

THIS DECLARATION OF TRUST AGREEMENT, Made this 21 day of July

1954, by Mary Virginia Sloan, widow, of Cumberland, Maryland, WITNESSETH:

That the said Mary Virginia Sloan, widow, does hereby assign, set over, give, grant, release, convey and confirm unto Alexander Sloan of Cumberland, Maryland, as Trustee, the following real estate, bank accounts and stocks, namely:

300 Shares Common Stock, Tech Hughes Gold Mines Certificate No.

150 Shares Common Stock, Hollinger Consolidated Gold Mines Certificate No.

100 Shares Common Stock, Rose Mines Certificate No.

142 Shares Common Stock, Beneficial Loan Corporation Certificate No.

50 Shares Common Stock, Consolidated Mine Company Certificate No.



400 Shares Common Stock, Container Corporation
Certificate Nos.

10 Shares Common Stock, Lambert Company
Certificate Nos.

200 Shares Common Stock, Packard Motor Car Company
Certificate Nos.

100 Shares Common Stock, Lorrillard Company
Certificate Nos.

100 Shares Common Stock, Sinclair Oil Company
Certificate Nos.

50 Shares Common Stock, West Penn Electric Company
Certificate Nos.

1 House and lot known and designated as No. 607 Washington Street in the City of Cumberland, Maryland

1 Checking Account in The First National Bank of Cumberland, Maryland

1 Savings Account, No. 150213 in The Savings Bank of Baltimore, Maryland,

and any other and all stocks, bonds, securities, goods, chattels, wares or merchandise, or real, personal or mixed property whatsoever belonging to me and wheresoever situated.

IN TRUST, NEVERTHELESS, for the following uses and purposes:

That my said Trustee shall have the power and is hereby authorized to sell, lease, rent or mortgage any of my real estate in his sound discretion and to convey the entire legal and equitable title thereto, and with the further power and hereby authorizing my said Trustee to sell, assign or pledge as collateral any or all of the aforesaid stocks and transfer the full title thereto, or hold the same in his sound discretion and to make reinvestments of the proceeds of any sale of any of the assets of this Trust Estate in such other stocks, bonds, securities or real estate as in his sound discretion he may elect, and to vote said stocks or any substitute therefor either in person or by proxy in any manner that he may see fit in connection with any matter arising out of or incidental thereto, and to collect all of the income therefrom and to make deposits of the same in such bank or banks as he may elect and without any obligation upon the part of any purchaser or transferee of any of the assets of said Trust Estate to see to the application of the purchase money and with full power and authority to my said Trustee to make investments or reinvestments of the principal or any unexpended income from said Trust in stocks, bonds or securities without regard to whether the same may be eligible for trust investment under the laws of some states or any state, and with full power and authority to my Trustee to institute suits in behalf of the Trust Estate for the protection or conservation of any of the Trust assets and to execute full releases with relation thereto and to pay to me or expend in my behalf for my care, comfort and convenience without being limited to actual necessities, any or all of the income, or any or all of the principal of the Trust Estate as the need for the same arises.

My said Trustee shall be and is hereby further authorized and en-

power to transfer to himself as Trustee by checking account in The First National Bank of Cumberland, Maryland, and my savings account identified as No. 150213 in The Savings Bank of Baltimore, Maryland, and to make deposits therein or withdrawals therefrom upon his check, receipt or release in full conformity with such rules as said banking institution may have for any of the purposes hereinbefore set forth.

Upon my death, this Trust shall cease and be dissolved, and the principal and any unexpended income from the Trust shall be paid to my estate, and there administered in accordance with the provisions of my Last Will and Testament and Codicil thereto.

If and in the event, that my son, Alexander Sloan, shall die before me, then, Mrs. Flora A. Sloan and Dr. Alexander Sloan or the survivor of them are hereby nominated and appointed as successor Trustees in his place and stead, together with all the powers and privileges hereinbefore set forth and said Trust shall be continued during the remainder of my life and then dissolved and distributed in accordance with the provisions set forth in the preceding paragraph.

The Trustee shall be entitled to reimburse himself for any and all necessary expenses incurred in connection with the administration of the Trust and such fees and commissions as are fixed by the laws of the State of Maryland as compensation for services to be rendered as Trustee.

And I do hereby revoke and cancel any Trust Agreement heretofore made by me.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my seal and the above named Trustees have joined therein for the purpose of accepting the same, all as of the 21 day of July, 1954.

WITNESSES:

Glen P. Chappell

Mrs. Mary Virginia Sloan (SEAL)
MARY VIRGINIA SLOAN

WITNESSES:

Kenneth P. Swigg

Alexander Sloan (SEAL)
ALEXANDER SLOAN

WITNESSES:

Ada Reynolds

Flora A. Sloan (SEAL)
FLORA A. SLOAN

WITNESSES:

Thomas P. Puse

Dr. Alexander Sloan (SEAL)
DR. ALEXANDER SLOAN

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 21 day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Virginia Sloan, widow, and she acknowledged the foregoing Declaration of Trust Agreement to be her act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Glen P. Chappell



CERTIFICATE OF CAMERA OPERATOR

I HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE
MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED
AS REEL No. W-565_a WERE PHOTOGRAPHED BY THE UNDERSIGNED
ON THIS DATE.

REEL BEGINS WITH

JEB # 306 (f. 475)

REEL ENDS WITH

JEB # 306 (f. 600)

BY

Suy Weatherly
(SIGNATURE OF OPERATOR)

DATE

1/5/55

HR - RM 25
(4 - 1 - 54)

HALL OF RECORDS COMMISSION