

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

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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 Clerks 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 OCTOBER 16<sup>th</sup> 1954 at 10:50 A.M.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Western Maryland Railway Company, a consolidated corporation existing under and pursuant to the laws of the States of Maryland and Pennsylvania, has heretofore executed its First Mortgage dated October 1, 1949 to The Chase National Bank of the City of New York, a corporation, as Trustee, and the First Supplemental Indenture thereto dated November 1, 1951, under which certain properties of said Company became subject to the uses and purposes set forth in said instruments; and

WHEREAS, it has been represented that included among said properties was a parcel of real estate containing 52 acres of land at North Branch, County of Allegany, State of Maryland, said parcel being more particularly described in Deed dated September 1, 1954 between Western Maryland Railway Company and Pittsburgh Plate Glass Company, a corporation; and

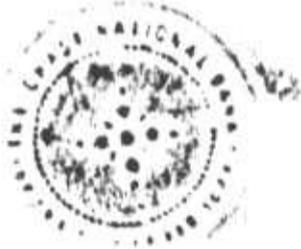
WHEREAS, it has been represented that Western Maryland Railway Company has by said Deed aforesaid conveyed said parcel to the said Pittsburgh Plate Glass Company, a corporation, for the consideration of Fifty-Two Hundred Dollars (\$5,200.00), said conveyance to be free and clear of any lien or encumbrance; and

WHEREAS, the President, Chief Engineer and Controller of Western Maryland Railway Company have certified that the fair value of the aforesaid property is \$5,200.00, the sale price thereof, and that the said parcel is not now used by it, nor is there any prospect that it will be required for railroad purposes within the foreseeable future.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of other good and valuable considerations, the receipt of which is hereby acknowledged, The Chase National Bank of the City of New York, as Trustee, as aforesaid, for itself, its successors and assigns, does hereby forever release, discharge and acquit from the lien and operation of the First Mortgage of Western Maryland Railway Company and the First Supplemental Indenture thereto dated November 1, 1951, and any and all other indentures supplemental thereto, the parcel of real estate containing 52 acres of land located at North Branch, County of Allegany, State of Maryland, and more particularly described in Deed dated September 1, 1954 from Western Maryland Railway Company to Pittsburgh Plate Glass Company, a corporation.

IN WITNESS WHEREOF, The Chase National Bank of the City of New York, Trustee, as aforesaid, has caused these presents to be ex-

cuted by one of its Vice Presidents and its corporate seal affixed hereto, attested by an Assistant Cashier, each of whom is lawfully authorized to perform said act as of the 8th day of October 1954.



THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,

Trustee of Western Maryland Railway Company First Mortgage dated October 1, 1949, and the First Supplemental Indenture thereto dated November 1, 1951

By [Signature] Vice President

ATTEST:

[Signature]  
Assistant Cashier

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

I HEREBY CERTIFY that on this 8th day of October, 1954, before me, the subscriber, a Notary Public, duly commissioned and qualified to act as such in and for the foregoing State and County, personally appeared C. E. BUCCLEY, one of the Vice Presidents of The Chase National Bank of the City of New York, the party named in the foregoing release of mortgage, and did acknowledge the foregoing release of mortgage to be the act and deed of The Chase National Bank of the City of New York, a national banking association organized under the laws of the United States of America, the party herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of October, 1954.



[Signature]  
Notary Public

HELEN M. JOWLY  
Notary Public, State of New York  
No. 24-2006050  
Qualified in Kings County  
Certificate filed with New York County Clerk  
Commission Expires March 30, 1955

State of New York, )  
County of New York, ) ss:

No. 39004 Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State; to receive notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13 day of October, 1954

FEE PAID 50c

[Signature]  
County Clerk and Clerk of the Supreme Court, New York County

FILED AND RECORDED OCTOBER 16<sup>th</sup> 1954 at 10:55 A.M.

**This Mortgage,** Made this 15th day of October  
in the year Nineteen Hundred and Fifty-four, by and between

**Alston M. Price and Grace F. Price, his wife,**

of Allegany County, in the State of Maryland  
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said **Alston M. Price and Grace F. Price, his wife,**

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just  
and full sum of **Twenty-Eight Hundred and no/100** Dollars (\$ **2800.00** ), to be paid with interest at the rate of **six** per cent (6%) per  
annum, to be computed monthly on unpaid balances, in payments of at least  
**Thirty-Five--** Dollars (\$ **35.00** ) per month plus interest; the first of said monthly  
payments being due one month from the date of these presents and each and every month there-  
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure  
which said principal, together with the interest accruing thereon, these presents are made.

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 there-  
of, together with the interest thereon, the said **Alston M. Price and Grace F.**

**Price, his wife,**

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-  
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-  
erty, to-wit:

All those lots, pieces or parcels of land known and described  
as Lots Numbers 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,  
113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126,  
127, 128, 129, 130, 131, 132, 133, 134, 135, 136 and 137 in LaVale  
Wonderland Addition, in Allegany County, in the State of Maryland,  
the same being located near the National Turnpike and about five  
miles west of the City of Cumberland, a plat of which addition is  
filed in Plat Case Box No. 56, in the office of the Clerk of the  
Circuit Court for Allegany County, Maryland, and a description of the  
courses and distances, metes and bounds of said lots is recorded in  
Liber 139, folio 254, one of the Land Records of Allegany County,  
Maryland.

It being the same property which was conveyed to Alston M.  
Price and Grace F. Price, his wife, by William L. Price and Josephine  
Price, his wife, by deed dated March 17, 1949, and recorded in Liber  
224, folio 369, 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 Alston M. Price and Grace F. Price, 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 afore-  
said sum of Twenty-Eight Hundred-----Dollars  
(\$ 2800.00 ) 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 \_\_\_\_\_

Alston M. Price and Grace F. Price, 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 \_\_\_\_\_

Alston M. Price and Grace F. Price, his wife,

herby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-  
terest 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 Whiting**

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 Cum-  
berland, 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 Alston M. Price and

Grace F. Price, 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 Alston M. Price and Grace F. Price, 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

Twenty-Eight Hundred-----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 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 the said mortgagors

Attest:

Ethel McCarty  
Ethel McCarty

Alston M. Price [SEAL]  
Alston M. Price

Grace F. Price [SEAL]  
Grace F. Price

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

State of Maryland,  
Allegany County, to wit:

I hereby certify, That on this 15th day of October  
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

Alston M. Price and Grace F. Price, his wife,

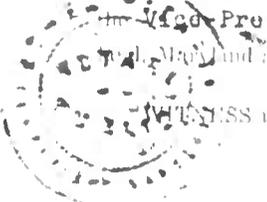
and they acknowledged the foregoing mortgage to be their

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,

who within said mortgage 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  
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.

Computed and Mailed *to Mtg City*  
Nov 15 1954

FILED AND RECORDED OCTOBER 18<sup>th</sup> 1954 at 2:10 P.M.

This Mortgage, made this 15<sup>th</sup> day of October, in the  
year Nineteen Hundred and Fifty-four, by and between

Alston M. Price and Grace F. Price, his wife,

hereinafter called Mortgagor, which  
expression shall include their heirs, personal representatives, successors and assigns where  
the context so admits or requires, of Allegany County, State of Maryland, part of the first part and

Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-  
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of  
Maryland, part of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted  
unto the Mortgagee in the full sum of Forty-Six Hundred (\$4600.00)  
Dollars, which said indebtedness, together with the interest thereon,  
at the rate of Five (5%) per centum per annum is payable three (3)  
years after date hereof. Beginning one year from date hereof, the said  
Mortgagors hereby covenant and agree to make payments of not less than



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 Mortgagor

Attest

*George W. Anglin*

*William L. Gintrow* (SEAL)

*Walter W. Zambauer* (SEAL)

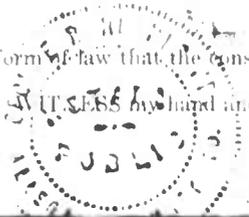
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 17th day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the subscriber, a \_\_\_\_\_ of the State of Maryland, in and for said County, personally appeared,

the within named Mortgagor \_\_\_\_\_, and acknowledged the foregoing mortgage to be act and deed. And at the same time, before me, also personally appeared

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 last above written.



*George W. Anglin*  
Notary Public

Compared and Verified, Delivered &  
To Geo. H. Legge Atty City  
Nov. 15 1954

FILED AND RECORDED OCTOBER 18<sup>th</sup> 1954 at 12:10 P.M.

**This Mortgage**, Made this 15<sup>th</sup> day of OCTOBER in the year Nineteen Hundred and fifty -four by and between \_\_\_\_\_  
James P. Kuesee and Fuby H. Kuesee, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part 126 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 Three Thousand & 00/100 - - - - - (\$3,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in instalments 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-eight & 51/100 - - - - (\$28.51) - - - 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:

... of ground lying and being ... City View Terrace ...  
... County, Maryland, a portion of which said addition is recorded ...  
... particularly described as follows,  
to-wit:

... City View Terrace at the ... of the first line of Lot No. 65 in said addition, ...  
... North 72 degrees 45 minutes East 29 feet from the intersection of ...  
... City View Terrace and the northerly line of said alley, ...  
... North 22 degrees 15 minutes East 21 feet to the easterly side of a 12 foot alley, then with ...  
... second line ...  
... 76.60 feet to the place of beginning.

... of the lots which are conveyed unto the parties of the ...  
... of Nellie M. Moore et vir, of even date, which is ...  
... the Land Record of Allegany County, ...  
... with the recording of these presents.

... this mortgage shall also secure as of the date hereof future advances made at ...  
... the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ...  
... Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any ...

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 required.

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 mortgagor, 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 contained 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 lawfully 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 its or their attorney, 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.

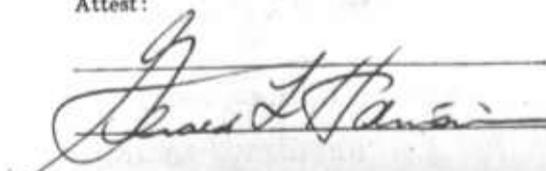
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (\$3,000.00) - - - 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 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.

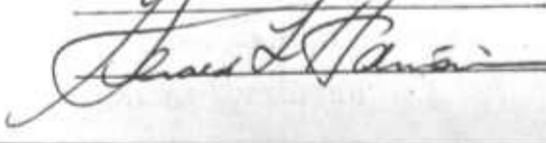
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, 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]  
James F. Keese

 \_\_\_\_\_ [SEAL]  
Ruby H. Keese

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this 15<sup>TH</sup> day of OCTOBER  
in the year nineteen Hundred and Fifty-~~four~~four, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

James P. Kress and Betty H. Kress, 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 W. Legge*  
Notary Public.

Compared and ~~Method~~ ~~Delivered~~

To

FILED AND RECORDED NOVEMBER 10<sup>th</sup> 1954 at 1:40 P.M.

... of  
... Hill Company,  
...  
... Hill  
Company, a certain sum in the name of a certain sum  
...  
the 2<sup>nd</sup> day of August, 1947, and recorded ...  
records of Allegany County, Maryland, in Liber No. 308, folio ...  
in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars;  
and,

WHEREAS, the said Charles B. Hornbrook and Madeleine F.  
Hornbrook, his wife, having fully paid and satisfied the said



To Mtgee City  
Nov. 18 19 54

FILED AND RECORDED OCTOBER 19<sup>th</sup> 1954 at 2:50 P.M.

**This Mortgage,** Made this 15<sup>th</sup> day of

November in the year nineteen hundred and 1954, by and between

Maria A. Murrery, widow,  
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

Maria A. Murrery, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Two Hundred Twenty-Five (\$225.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 6% (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 December 31, 1954.

NOW, THEREFORE, in consideration of the premlises, 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

Maria A. Murrery, widow,

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:

One certain tract and parcel of land situate, lying and being in Election District No. 03, Allegany County, Maryland, more particularly described as follows, to-wit:  
A certain parcel of land marked with 6 notches standing at the corner of the parcel of land conveyed by Webster B. Long to Charles Hinge, South 33 degrees 45 minutes East 100 feet, to-wit: the Eckerly tract, bounded on the north by the old right-of-way, North 10 degrees 10 minutes West 200 feet, on the east by the line of the Old National Bank, South 71 degrees 10 minutes West 100 feet, on the south by the line of the old right-of-way, and on the west by the line of the old right-of-way, containing 0.11 acres.  
It being the same property which was conveyed to the said Maria A. Murrery, by two deeds, namely; One from Frank A. Perdew, et al, dated June 10, 1938, and recorded in Liber 178, folio 50, among the Land

Records of Allegany County, Maryland, whereby an undivided one-half interest in said property was conveyed to Martha A. Murray and by a deed of John D. Lambert, dated June 1, 1911, and recorded in Liber 10, Folio 177, whereby the other one-half interest in said property was conveyed to Martha A. Murray.

AND WHEREAS, the said Martha A. Murray, by her deed of the 1st day of June, 1911, conveyed to the said John D. Lambert, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said John D. Lambert, by his deed of the 1st day of June, 1911, conveyed to the said Martha A. Murray, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said Martha A. Murray, by her deed of the 1st day of June, 1911, conveyed to the said John D. Lambert, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said John D. Lambert, by his deed of the 1st day of June, 1911, conveyed to the said Martha A. Murray, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said Martha A. Murray, by her deed of the 1st day of June, 1911, conveyed to the said John D. Lambert, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said John D. Lambert, by his deed of the 1st day of June, 1911, conveyed to the said Martha A. Murray, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said Martha A. Murray, by her deed of the 1st day of June, 1911, conveyed to the said John D. Lambert, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said John D. Lambert, by his deed of the 1st day of June, 1911, conveyed to the said Martha A. Murray, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND WHEREAS, the said Martha A. Murray, by her deed of the 1st day of June, 1911, conveyed to the said John D. Lambert, the said one-half interest in said property, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

**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-Two Hundred Twenty-Five - 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



Compared and Mailed ~~Delivered~~ &  
 To E. M. Horschler, atty.  
 Nov. 15 1954

FILED AND RECORDED OCTOBER 19<sup>th</sup> 1954 at 12:50 P.M.

**This Mortgage.** Made this \_\_\_\_\_ day of October  
 in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

Thomas R. Croyle and Grace I. Croyle, his wife,

of Allegheny \_\_\_\_\_ County, in the State of Maryland  
 parties of the first part, and Sherman S. Croyle \_\_\_\_\_

of Bedford \_\_\_\_\_ County, in the State of Pennsylvania  
 part Y \_\_\_\_\_ of the second part, WITNESSETH:

**Whereas**, the said party of the second part has this day loaned  
 unto the said parties of the first part the full and just sum of  
 Two thousand five hundred (\$2,500.00) dollars, which said sum the said  
 parties of the first part do hereby agree to repay in consecutive  
 installments of not less than Twenty-five (\$25.00) dollars per month,  
 beginning one month from the date hereof, together with interest thereon  
 at the rate of Four (4%) per cent. per annum, due and payable monthly,  
 accounting from the date hereof, until the full sum of Twenty-five  
 hundred (\$2,500.00) dollars has been repaid.

**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 parties of the first part \_\_\_\_\_

do \_\_\_\_\_ give, grant, bargain and sell, convey, release and confirm unto the said  
 party of the second part, his

heirs and assigns, the following property, to-wit: All those two lots, pieces or parcels of land, situated, lying and being on the South side of Elder Street, in the City of Cumberland, Allegany County, Maryland, and known and designated on the Plat of Humbird Land and Improvement Company's Addition to the City of Cumberland, Maryland, as Lots Nos. 184 and 185, which are more particularly described as follows:

LOT NO. 184. BEGINNING on the South side of Elder Street, at the end of the first line of Lot No. 183 of said Addition, and running thence with the said Street, South  $53\frac{1}{2}$  degrees East 30 feet, then South  $36\frac{1}{2}$  degrees West 125 feet to an alley, and with it, North  $53\frac{1}{2}$  degrees West 30 feet to the end of the second line of said Lot No. 183 and with it, reversed North  $36\frac{1}{2}$  degrees East 125 feet to the beginning.

LOT NO. 185. BEGINNING on the South side of Elder Street at the end of the first line of Lot No. 184 of said Addition, and running thence with said Street South  $53\frac{1}{2}$  degrees East 30 feet to an alley, and with it South  $36\frac{1}{2}$  degrees West 125 feet to an alley, and with it, North  $53\frac{1}{2}$  degrees West 30 feet to the end of the second line of Lot No. 184, and with it reversed, North  $36\frac{1}{2}$  degrees East 125 feet to the beginning.

IT BEING the same property that was conveyed to the said parties of the first part by Yost William King, et ux. by deed dated the 12th day of October, 1954, and to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage.

This is a purchase money mortgage given to secure a part of the purchase price.

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, administrator or assigns, the aforesaid sum of

---Twenty-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

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 in-

terest 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 \_\_\_\_\_

party of the second part, his \_\_\_\_\_

heirs, executors, administrators and assigns, or Edwin M. Horchler, 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 his \_\_\_\_\_ assigns, the improvements on the hereby mortgaged land to the amount of at least

---Twenty-five hundred ----- 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, his \_\_\_\_\_ heirs or assigns, to the extent of his 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:

\_\_\_\_\_  
Thomas B. Croyle [SEAL]  
\_\_\_\_\_  
Grace I. Croyle [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 16<sup>th</sup> day of October \_\_\_\_\_

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

Thomas R. Croyle and Grace I. Croyle, his wife

and they acknowledged the foregoing mortgage to be their \_\_\_\_\_

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

Sherman S. Croyle,

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.

\_\_\_\_\_ the hand and Notarial Seal the day and year aforesaid.



Eleanor Rice  
Notary Public.



Foot to an iron stake, thence North 77 degrees and 45 minutes West 1 - 1/10 feet to an iron stake, thence North 67 degrees and 15 minutes West 1 - 1/10 feet to an iron stake that stands 70 feet from and 20 feet from the right hand line of the aforementioned tract, and the same to Harry C. Deal and wife by Calvin E. Deal...

SECOND PARCEL: All that lot or parcels of land lying on the westerly side of the first parcel above mentioned, and the line of the same to the north, thence North 67 degrees and 15 minutes West 1 - 1/10 feet to an iron stake that stands 70 feet from and 20 feet from the right hand line of the aforementioned tract, and the same to Harry C. Deal and wife by Calvin E. Deal...

NOTICE, HOWEVER, to all the newer rights referred to and generated by said deed dated April 16, 1930, from Harry C. Deal and wife, by G. M. Davis and wife, and recorded in Liber No. 20, folio 20, of the Land Records of Allegany County, Maryland, a copy of which said deed is hereby made for a more specific record thereof.

It being the same property which was conveyed unto the said Mortgagee by G. M. Davis, et al, by deed dated the 15th day of October, 1930, and to be duly filed for record 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 Twenty-seven Thousand - - - - - 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-seven Thousand (\$27,000.00) - - - - -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:

*John A. Cupler, II* (SEAL)  
John A. Cupler, II  
Trading as National Jet Company

*Thomas L. Keel*

*Margaret D. Cupler* (SEAL)  
Margaret D. Cupler

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18th day of October 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 John A. Cupler, II, Trading as National Jet Company, of Allegany County, Maryland, and Margaret D. Cupler, 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



*G. W. ...*  
Notary Public

Compared and Mailed Delivered &  
To Mtgee Keyser N. Va.  
Nov. 15 19 54

LIBER 308 PAGE 21

**This Mortgage.** Made this 15 day of October

in the year Nineteen Hundred and Fifty four, by and between  
Thomas J. Groves and Mary L. Groves, his wife, hereinafter called Mortgagors, which  
expression shall include their heirs, personal representatives and assigns, where the  
context so requires,

of Allerany County, in the State of Maryland  
part 103 of the first part, and THE NATIONAL BANK OF KEYSER, West Virginia, a  
corporation, hereinafter called Mortgagee, which expression shall include its personal  
representatives, successors and assigns, where the context so requires, of which

of Mineral County, in the State of West Virginia  
part 17 of the second part, WITNESSETH

**Whereas,** The said Mortgagors now stand indebted unto the said Mortgagee  
in the full and just sum of TWO THOUSAND TWO HUNDRED (\$2,200.00) 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.

**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 **Thomas J. Groves and Mary L. Groves,**  
his wife,

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

**The National Bank of Keyser, West Virginia, a corporation, its successors and  
assigns,**  
heirs and assigns, the following property, to-wit:

All that certain parcel of land situate,  
lying and being in Allerany County, Maryland, being a portion of Military Lot  
No. 3487 and lying on the Southeast side of McMullen Highway, fronting on said  
McMullen Highway, N. 63 E. 660 feet from the starting marker to the second  
marker along said highway; thence S. 46 deg. 30' East 191.83 feet to an iron  
pipe; thence S. 11 deg. E. 440 feet; thence N. 50 deg. E. 225.7 feet to a  
stake; thence N. 50 deg. E. 616 feet; thence N. 41 degrees West 441 feet to the

place of the BEGINNING, containing 9.535 acres, more or less, as described by a recent survey made by E.D. Baker, Surveyor of Elkins, West Virginia, on September 8, 1951, and being the same property conveyed to Thomas J. Groves by deed from Ida V. Cooper, single, dated the 5th day of October, 1953 and recorded in Liber No. 254 Folio 65, Land, one of the 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 Thomas J. Groves and Mary L. Groves, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, West Virginia, a corporation, its successors or assigns, ~~the aforesaid sum of~~ TWO THOUSAND TWO HUNDRED (\$2,200.00) DOLLARS, in manner and form as hereinbefore provided.

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 Thomas J. Groves and Mary L. Groves, his wife, their heirs, personal representatives, or assigns 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 Thomas J. Groves and Mary L. Groves, 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 National Bank of Keyser, West Virginia, a corporation, its personal representatives,

~~successors~~ James H. Swadley, Jr., 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 Thomas J. Groves his 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 Thomas J. Groves and Mary L. Groves, 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 personal representatives, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Two Hundred - - - 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 ~~their~~ or assigns, to the extent of its 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:

*Shel Temple*  
*Shel Temple*

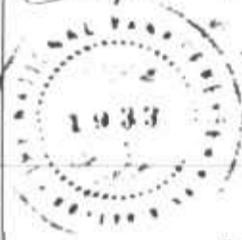
*Thomas J. Groves* [SEAL]  
Thomas J. Groves

*Mary L. Groves* [SEAL]  
Mary L. Groves,

[SEAL]

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

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



West Virginia

State of ~~Maryland~~  
Mineral  
~~Allegany~~ County, to-wit:

I hereby certify, That on this 12th day of October

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 Thomas J. Groves and Mary L. Groves, his wife, whose names are signed to the foregoing mortgage bearing date the 12th day of October, 1954, and being the within named mortgagors,

and each acknowledged the foregoing mortgage to be their

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.



*Jan J. [Signature]*  
Notary Public.

Compared and Matched Delivered

To

LIBER 308 PAGE 24

FILED AND RECORDED OCTOBER 19<sup>th</sup> 1954 at 10:00 A.M.

FOR VALUE RECEIVED, I, Charles K. McDonald do hereby release that certain Mortgage given by Charles W. Feight and Mary L. Feight, unto J. J. McDonald, dated November 5, 1938, and recorded among the Land Records and Mortgage Records of Allegany County, in Liber No. 143, Folio 677, and assigned unto me on the 19th day of August, 1943, as being "PAID AND SATISFIED".

AS WITNESS my hand and seal this 19th day of October, 1954.

Charles K. McDonald (SEAL)

Honore P. Whitworth  
Witness.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I hereby certify that on this 19th day of October, 1954, before me, a Notary Public of the State and County aforesaid, personally appeared Charles K. McDonald and did acknowledge the foregoing Release to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Eleanor L. Albright  
Notary Public Seal

My Commission Expires May 2, 1955



Compared and Mailed Delivered  
 To *Walter Piedmont N. Co.*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 19 1954 at 10:00 A.M.

**This** PURCHASE MONEY **Mortgage**, Made this Fifteenth day of October

in the year Nineteen Hundred and Fifty Four, by and between

Addis Milton Michael, unmarried,

of Allegany County, in the State of Maryland

part y of the first part, and Aden M. Campbell

of Mineral County, in the State of West Virginia

part y of the second part, WITNESSETH:

WHEREAS, the said party of the first part is indebted unto the said party of the second part for money borrowed in the sum of Four Hundred Fifty Dollars (\$450.00) as evidenced by the Promissory Note of the said party of the first part dated of even date herewith, made payable unto the order of the said party of the second part on demand with interest at the rate of Six Percent per Annum, and

WHEREAS, the said party of the first part agrees to execute this mortgage for security of the aforesaid note, and further agrees to pay in the redemption thereof, until demand is made in full by the said party of the second part, at least the sum of Twenty Five Dollars (\$25.00) per month, including the aforesaid interest, and

WHEREAS, the money herein borrowed is for the purchase of the hereinafter described real estate and therefore this is known as a PURCHASE MONEY MORTGAGE.

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 party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

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

All of that land known as Lot Number One in Section "E" on the plat of Greene's Highland Park Addition to the Town of Westport, as conveyed unto Ruby Marie Riggleman et vir, by Addie Milton Michael by deed dated October 14, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 218, Folio 207, and being the same property as conveyed unto the said party of the first part herein by Ruby Marie Riggleman et vir, by deed dated October 14, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this 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 party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Four Hundred Fifty (\$450.00)

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 party 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 party 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 party of the second part, his

heirs, executors, administrators and assigns, or Herace P. Whitworth Jr. 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

advanced or not; and as to the balance, to pay it over to the said party of the first part, his 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 # his representatives, heirs or assigns.

And the said party 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 HUNDRED FIFTY & .00/100 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, 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 hand and seal of said mortgagor

Attest:

*Thomas P. Whitworth Jr.*

*Addis Milton Michael*  
Addis Milton Michael [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 15<sup>th</sup> day of October  
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  
Addis Milton Michael, unmarried  
and has acknowledged the foregoing mortgage to be his voluntary  
act and deed; and at the same time before me also personally appeared  
Aden M. Campbell  
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.

*Richard C. Whitworth*  
Notary Public



Compared and Mailed  
*Walter Dodge McVicar*  
Nov. 15 1954

FILED AND RECORDED OCTOBER 19<sup>th</sup> 1954 at 10:00 A.M.  
PURCHASE MONEY

**This Mortgage**, made this fifteenth day of October, in the  
year Nineteen Hundred and fifty-four, by and between **Walter Dodge McVicar and**  
**Nancy Morgan McVicar, husband and wife**

**of Westernport, Maryland** hereinafter called Mortgagor, 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 ~~seventy two hundred~~----- Dollars (\$7200.00 ), 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 which sum is to be applied upon the purchase price of the property hereby mortgaged.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor , dated the 15th. day of October-----, 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 Mortgagor 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 \$ 80.00 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 15th. day of October , 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 Mortgagor , its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor 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 lands situated in the town of Westernport, in Allegany County, Maryland, known as the J. O. J. Greene Home Place, and in Greene's Highland Park Addition to said town, containing 6.34 acres of land, more or less, and being the same property which was conveyed unto the parties of the first part herein by deed from Charles W. Feight and Mary L. Feight, dated October, 15, 1954, and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage. To which deed so to be recorded a reference is hereby specially made for a definite and particular description of the property hereby mortgaged, and reciting the reservations and exceptions pertaining thereto.

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 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 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 ~~seventy two~~ hundred 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 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:

*Horace P. Whitworth Jr.*

x *Walter Dodge McVicar* (SEAL)  
Walter Dodge McVicar

##### (SEAL)  
x *Nancy Morgan McVicar* (SEAL)  
Nancy Morgan McVicar

#####

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 15th day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Walter Dodge McVicar and Nancy Morgan McVicar, 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 fide 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.

*Richard H. Whitworth*  
Notary Public



Contract and Mailed Documents  
To *Walter McVicar*  
Nov 15 19 54

FILED AND RECORDED OCTOBER 19<sup>th</sup> 1954 at 10:20 A.M.

**This Mortgage**, made this fifteenth day of October, in the year Nineteen Hundred and fifty four, by and between Harry H. Harris and Margaret H. Harris, husband and wife

of Westernport, Allegany County, Maryland 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, part 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 one thousand and fifty Dollars (\$1050.00), 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 Mortgagors, dated the 15th day of October, 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 15th. day of October-----, 1964, 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 lands situated in the town of Westernport, in Allegany County, Maryland, adjoining Greene's Highland Park Addition to said town, containing one acre more or less and particularly described as beginning at a stake at the intersection of the East side of Greene Street with the division line of the Morrison and Greene property and running thence with Greene Street extended, North 31 degrees 50 minutes East 214 feet to a stake, then South 37 degrees 40 minutes East 209 feet to a stake, then South 31 degrees 50 minutes West 214 feet to the division line between the Greene and Morrison properties and with the said division line North 37 degrees 40 minutes West 209 feet to the beginning. Being the same property which was conveyed unto the said parties of the first part herein by deed from A. E. Beckner and L. Y. Beckner, dated July 16, 1936 and duly recorded among the land records of Allegany County, Maryland.

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 therunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors 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 Mortgagors 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 Mortgagors 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 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 ratification of auditor's report; and third, to pay the balance to the said Mortgagors. 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 Mortgagors to the person advertising.

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, the improvements on the hereby mortgaged land to an amount of at least

One thousand and fifty ----- 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 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 J. Laughlin*

*Harry W. Harris* (SEAL)  
Harry W. Harris

\*\*\*\*\*  
x *Margaret H. Harris* (SEAL)  
Margaret H. Harris  
\*\*\*\*\*

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 15th. day of October-----, in the year

19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Harry H. Harris and Margaret H. Harris, 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 fide 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.

*Richard H. Whitworth*  
Notary Public  


Compared and Matted Delivered &  
To *Geo. W. Legge Atty City*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 19 1954 at 12:10 P.M.

**This Mortgage,** Made this 18TH day of OCTOBER in the year Nineteen Hundred and fifty -FOUR by and between Fred D. Jackson, Jr., and Betty J. Jackson, his wife,

of Allegany County, in the State of Maryland, part 105 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 Eleven Hundred & 00/100 - - - (\$1100.00) - - - - - 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-two & 78/100 - - - (\$22.78) - - - - - 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 those certain lots, pieces or parcels of ground known and designated as Lot No. 9 and Lot No. 10 of the sub-division of Block 6A, of Johnson and Doll Sub-division (to Cumberland), said lots being located on Rose Street, near the Williams Road, near the City of Cumberland, in Allegany County, in the State of Maryland, and described as a whole as follows, to-wit:

Beginning at a point on the second line of Block 6A 140 feet from the Winifred Road, and running then with said line, South 82 degrees 30 minutes East 70 feet, then parallel with Winifred Road, North 10 degrees East 105 feet to the southerly side of Rose Street, and with the southerly side of Rose Street, North 82 degrees 30 minutes East 70 feet, then parallel with Winifred Road, South 10 degrees West 105 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James E. Hicks and Madeline E. Hicks, his wife, dated September 24, 1954 and recorded in Liber 262, folio \_\_\_\_\_ 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. Leuge, 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 Eleven Hundred & 00/100 - - - - - (\$1100.00) - - - - - 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 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 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:

*[Signature]*  
Fred D. Jackson, Jr. [SEAL]  
Fred D. Jackson, Jr.  
*[Signature]*  
Betty J. Jackson [SEAL]  
Betty J. Jackson

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 18TH day of OCTOBER  
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

Fred D. Jackson, Jr., and Betty J. Jackson, 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.

*Gerard L. Hane*  
Notary Public.

Compared and ~~Matter~~ Delivered  
To *Geo. W. Legge Atty City*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 20<sup>th</sup> 1954 at 1:20 P.M.

**This Mortgage,** Made this 19<sup>th</sup> day of OCTOBER in the year Nineteen Hundred and fifty - four by and between

John E. DeVore, Sarah J. DeVore, Harry E. DeVore and Dorothy N. DeVore, 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-five Hundred & 00/100 - - - - (\$2500.00) - - - - - 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 & 14/100 - - - (\$27.14) - - - 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 piece or parcel of ground situated in Election District No. 20 and lying and being on the easterly side of Vermont



Avenue, as laid out upon the Amended Plat of the Homewood Addition to the City of Cumberland; said plat being filed in Map Case Box 150, in the Land Recorder's office of Allegany County, Maryland; said parcel herein intended to be conveyed being known as Lots Nos. 19, 20, and 21, Block No. 1, surveyed into one parcel and particularly described as follows, to-wit:

Beginning for the same at a stake standing on the easterly side of Vermont Avenue, and at the northwest corner of Lot No. 19; said stake being also at the intersection of two reference lines, viz; at the end of 45.70 feet on a line drawn North 25 degrees 24 minutes West from the northwest corner of the concrete block dwelling house, now in course of construction upon the herein described premises, and at the end of 67.43 feet on a line drawn North 10 degrees 42 minutes West from the southwest corner of said dwelling house, and running then with the easterly limits of Vermont Avenue, and the west boundaries of Lots Nos. 19, 20 and 21

S 16° 46' W	90.00 feet to an Iron Pipe stake; then with the south boundary of Lot No. 21
S 73° 14' E	100.00 feet to a stake standing on the westerly limit of a twelve - foot alley; then with said alley and the east boundaries of Lots Nos. 21, 20, and 19
N 16° 46' E	90.00 feet to a stake; then with the north boundary of Lot No. 19
N 73° 14' W	100.00 feet to the beginning.

Being the same property which was conveyed unto Harry E. DeVore et ux, by deed of Eugene Johnson et ux, dated May 29, 1953, which is recorded in Liber No. 250, folio 325 Allegany County Land Records, and also by Confirmatory Deed of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Parcel No. 2: All those lots, pieces or parcels of land lying and being on the southerly side of Buchanan Lane known and designated as Lots Nos. 5 and 6 in Cook's Addition to Ellerslie, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 66, folio 627 one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Buchanan Lane at the end of the first line of Lot No. 4 in said addition, and running then with the second line of said Lot No. 4, South 10 degrees West 120 feet to the northerly side of First Alley, then with said alley North 76 degrees 50 minutes West 109 feet to the easterly side of Railroad Street, then with said Railroad Street North 24 degrees 40 minutes East 39.5 feet North 42 degrees East 93.25 feet to the southerly side of Buchanan Lane, and then with said Lane South 76 degrees 50 minutes East 50 feet to the place of beginning.

Being the same property which was conveyed unto John E. DeVore by deed of Mary L. McCreary et vir, dated April 29, 1902, recorded in Liber 91, folio 87 Allegany County Land Records.

Excepting therefrom, all that parcel of ground which was conveyed by John E. DeVore et ux, to Harry E. DeVore et ux, by 2 deeds, the first dated February 10, 1947, recorded in Liber 213, folio 452 Allegany County Land Records, and the second dated November 1, 1950, which is recorded in Liber No. 213, folio 536 Allegany County Land Records.

"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 Twenty-five Hundred & 00/100 - - (\$2500.00) - - - - - 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 instalments, 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 W. Legge*  
\_\_\_\_\_  
George W. Legge

*John E. DeVore* [SEAL]  
John E. DeVore  
*Sarah J. DeVore* [SEAL]  
Sarah J. DeVore  
*Harry E. DeVore* [SEAL]  
Harry E. DeVore  
*Dorothy N. DeVore* [SEAL]  
Dorothy N. DeVore

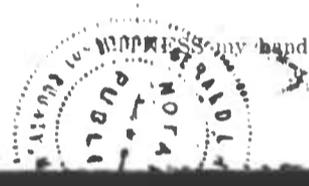
State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19th day of OCTOBER

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

John E. DeVore, Sarah J. DeVore, Harry E. DeVore and Dorothy  
N. DeVore, 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.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
\_\_\_\_\_  
Notary Public.

Computed and Mailed [unclear]  
*1 Mtgee City*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 20<sup>th</sup> 1954 at 9:30 A.M.

**This Mortgage,** Made this 19th day of  
October, in the year nineteen hundred and Fifty-Four, by and between  
Beulah B. Wiley Feight and Grant E. Feight, her husband,

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 (\$900.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before two years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Forty (\$40.00) 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: All that lot or parcel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 29 of Block 46 in Potomac Park Addition, situated on or near the McMullen Highway, Westward of the City of Cumberland, said lot being more particularly described as follows:

Beginning for the same at a point on the Northeasterly side of Avenue M at the end of the first line of Lot No. 28, and running thence with said Avenue M. North 38 degrees 54 minutes West 40 feet; thence at right angles to said Avenue M. North 51 degrees 6 minutes East 120 feet to a twenty foot alley; and with it, South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 28; and reversing said second line, South 51 degrees 6 minutes West 120 feet to the place of beginning.

A plat and descriptions of the lots in Potomac Park Addition are recorded in Liber 130, folio 1, one of the Land Records of Allegany County, Maryland.

Being the same property conveyed by The Cumberland Industrial Corporation et al to Beulah B. Wiley by deed dated July 30, 1937, and recorded in Liber No. 178, folio 356, one of the Land Records of Allegany County, Maryland, the said Beulah B. Wiley being now intermarried with Grant E. Feight. Reference to said deed and the plat aforementioned 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 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 (\$900.00) - - - - - 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 (\$900.00)- - - - - 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 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 hands and seals of said Mortgagors .

Attest:

*William C. Dudley*

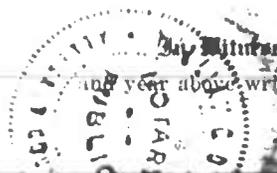
*Beriah B. Wiley Feight* (SEAL)  
Beriah B. Wiley Feight  
*Grant E. Feight* (SEAL)  
Grant E. Feight

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 19th day of October, 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

Beulah B. Wiley Feight and Grant E. Feight, her husband,

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 above written.

William C. Sudley, Notary Public

Compared and Mailed Delivered & To Geo. H. Legge atty Nov. 15 19 54

FILED AND RECORDED OCTOBER 20th 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 19th day of OCTOBER in the year Nineteen Hundred and fifty-four by and between

Foster F. Schilt and Lillis M. Schilt, his wife,

of Allegany County, in the State of Maryland, part 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 Twelve Thousand & 00/100 - - - (\$12,000.00) - - - 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 Ninety-four & 92/100 - - - (\$94.92) 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 situate, lying and being in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 2 lying and situated on the southwest corner of Avirett Avenue and Allegheny Streets, in the City of Cumberland, Allegany County, Maryland, as designated on the plat of The Avirett Place, a subdivision of the Pope Hill Addition to said City; said lot fronts 100 feet on said Avirett Avenue, and runs back at an even width 75 feet and is 10 feet wide, the plat of said Avirett Place showing the divisions, location, courses and distances of all the lots in said block, together with the building lines thereon, being of record among the Land Records of Allegany County, said lot being more specifically described as follows, to-wit:

Beginning at the southwest corner of Avirett Avenue and Allegheny Street, and running then with Allegheny Street as now laid out South 72 degrees 25 minutes West 75 feet to an alley 10 feet wide, then at right angles with said Allegheny Street, and with the northerly side of said alley 40 feet, then at right angles with said second line North 7 degrees 25 minutes East 75 feet to said Avirett Avenue, then with Avirett Avenue South 83 degrees 15 minutes East 40 feet to the place of beginning.

And also the easement conveyed to the Home Owners Loan Corporation by Elmer J. R. Soenner and Rose E. Soenner, his wife, et al, by deed of easement dated January 28, 1939, and recorded in Liber No. 162, folio 697 Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Helen B. Schwalb and Alfred L. Schwalb, her husband, dated the 11<sup>th</sup> day of October, 1954, 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 Twelve Thousand & 00/100 - - - - (\$12,000.00) - - - - 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

Foster F. Schilt [SEAL]  
Foster F. Schilt

Lillie M. Schilt [SEAL]  
Lillie M. Schilt

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this 19<sup>th</sup> day of October  
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

Foster F. Schilt and Lillie M. Schilt, 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 Mailed  
To Mtggs City  
Nov. 15 1954

FILED AND RECORDED OCTOBER 20<sup>th</sup> 1954 at 12:40 P.M.

This Mortgage, Made this 20<sup>th</sup> day of October  
in the year Nineteen Hundred and Fifty-Four, by and between

THE TRUSTEES OF THE FIRST BROTHERS CHURCH OF CUMBERLAND, MARYLAND,  
a corporation duly incorporated under the Laws of the State of  
Maryland,

of Allegany County, in the State of Maryland

part Y of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:



Whereas, the said The Trustees of the First Brethren Church of Cumberland, Maryland

stands indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Four Thousand and Twenty-Five and no/100----- Dollars (\$ 4,025.00 ), to be paid with interest at the rate of 4 1/2 per cent (4 1/2%) per annum, to be computed monthly on unpaid balances, in payments of at least Thirty-Eight and no/100----- Dollars (\$ 38.00 ) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

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, the said The Trustees of the First Brethren church of Cumberland, Maryland

do es give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that lot or parcel of ground situated at the intersection of South side of Fourth Street and the East side of Race Street and being part of Lots Nos. 53 and 54 of the South Side Addition, in the City of Cumberland, Allegany County, Maryland, a map of said Addition having been recorded in Liber No. 70, folio 496, one of the Land Records of Allegany County and more particularly described as follows:

BEGINNING for the same at a locust stake standing at the point of intersection of the South side of Fourth Street and the East side of Race Street, said stake also stands at the beginning of Lot No. 53 of the South Side Addition to the City of Cumberland aforementioned, and running thence with the first lines of the said Lot No. 53 and Lot No. 54, and also with the East side of Race Street (Bearings as of the said map of the South Side Addition and with horizontal Measurements) South 18 degrees and 34 minutes West 80 feet to a locust stake, thence leaving the said East side of Race Street

at a right angle, and reversing part of the fourth line of Lot No. 55 of the said South Side Addition, South 71 degrees and 26 minutes East 57-4/10 feet to a locust stake, thence leaving said fourth line of Lot No. 55, North 13 degrees and 46 minutes East 2-35/100 feet to a locust stake standing at the end of the second line of the parcel of ground conveyed by Ira Deneen, et ux., to John L. Cozad by deed dated the 27th day of May, 1939, and recorded in Liber No. 183, folio 571, one of the Land Records of Allegany County, thence with the third and fourth lines of the said John L. Cozad parcel of ground still North 13 degrees and 46 minutes East 40 feet to a locust stake, and South 71 degrees and 26 minutes East 50 feet to a locust stake standing on the West side of Seymour Street, thence leaving the said John L. Cozad property, and running with the remainder of the third line and the fourth line of the aforementioned Lot No. 53 and also with the said West side of Seymour Street North 13 degrees and 46 minutes East 38 feet to a locust stake standing on the aforementioned South side of Fourth Street, thence with the said South side of Fourth Street, North 71 degrees and 26 minutes West 100-6/10 feet to the beginning.

It being the same property which was conveyed to The Trustees of The First Brethren Church of Cumberland, Maryland by Mabel Grace Davis and Ralph Davis, her husband, et al, by deed dated the 31st day of May, 1951, and recorded in Liber 235, folio 47, 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 anywise appertaining.

Provided, that if the said The Trustees of The First Brethren Church of Cumberland, Maryland, their successors and assigns ~~do and shall pay to the said~~ CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Four Thousand and Twenty-Five and no/100----- Dollars (\$ 4,025.00 ) 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 The Trustees of The First Brethren Church of Cumberland, Maryland

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 The Trustees of the First Brethren Church of Cumberland, Maryland 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 Whiting**

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 The Trustees of the First Brethren Church of Cumberland, Maryland, 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 representatives, heirs or assigns.

And the said The Trustees of The First Brethren Church of Cumberland, Maryland 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

Forty-One Hundred----- 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.

IN WITNESS WHEREOF the said The Trustees of The First Brethren Church of Cumberland, Maryland, has caused these presents to be signed by its President, and its corporate seal hereto affixed, attested by the signature of its Secretary, the day and year first above written.

Attest: [Signature]  
Secretary  
THE TRUSTEES OF THE FIRST BRETHREN CHURCH OF CUMBERLAND, MARYLAND  
BY [Signature] President [SEAL]

State of Maryland,  
Allegany County, to wit:

I hereby certify, That on this 20th day of October in the year Nineteen Hundred and Fifty -----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

President, of The Trustees of The First Brethren Church of Cumberland, Maryland, a corporation

and ----- acknowledged the foregoing mortgage to be its corporate act and deed act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, 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 \_\_\_\_\_



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

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

Ethel M. Mcarty  
Notary Public.

Compared and Mailed ~~Delivered~~

To Mtgeel City  
Nov. 15 1954

FILED AND RECORDED OCTOBER 20<sup>th</sup> 1954 at 12:40 P.M.

**This Mortgage**, Made this 20th day of October  
in the year Nineteen Hundred and Fifty -four, by and between  
Allen P. Shaw and Nina June Shaw, his wife,

of Allegheny County, in the State of Maryland  
part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
of business in Cumberland, Allegheny County, Maryland, party of the second part, WITNESSETH:

**Whereas**, the said Allen P. Shaw and Nina June Shaw, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just  
and full sum of Eleven Thousand and no/100-----  
Dollars (\$ 11,000.00 ), to be paid with interest at the rate of six per cent (6%) per  
annum, to be computed monthly on unpaid balances, in payments of at least Sixty and  
no/100----- Dollars (\$60.00 ) per month plus interest; the first of said monthly  
payments being due one month from the date of these presents and each and every month there-  
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure  
which said principal, together with the interest accruing thereon, these presents are made.

**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 there-  
of, together with the interest thereon, the said Allen P. Shaw and Nina June Shaw,  
his wife,



do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

**FIRST:** All that lot or parcel of ground situated in the Mapleside Addition to the City of Cumberland, and known on the plat of said Addition as Lot No. 205 and particularly described as follows:

LOT NO. 205: Beginning at the end of the first line of Lot No. 204, and running South 10 degrees 10 minutes West 50 feet, thence North 79 degrees 50 minutes West 100 feet, thence North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 204, and with it reversed South 79 degrees 50 minutes East 100 feet to the beginning.

IT BEING the same property which was conveyed unto the said Allen P. Shaw by Mary E. Neff, et vir, by deed dated May 27th, 1949, and recorded in Liber 225, folio 203, one of the Land Records of Allegany County, Maryland.

**SECOND:** All that lot or parcel of ground situated on the northwest corner of Williams Street and Dorn Avenue as shown on the plat of Dorn's Addition to the City of Cumberland, Maryland, a plat of which said Addition is recorded in Plat Box No. 52 among the Land Records of Allegany County, and which said lot is more particularly described as follows:

BEGINNING for the same at the intersection of the north side of Williams Street with the west side of Dorn Avenue, and running thence with the west side of Dorn Avenue North 14 degrees 38 minutes West 100 feet to the southerly side of a fifteen-foot alley, and then with the southerly side of said alley South 75 degrees 22 minutes West 72.7 feet to the line dividing the lot herein conveyed from the Thompson lot shown on the aforesaid plat, then with said dividing line South 14 degrees 38 minutes East 100 feet to the northerly side of Williams Street, and then with the northerly side of said Williams Street North 75 degrees 22 minutes East 72.7 feet to the point of beginning.

IT BEING the same property which was conveyed unto the said Allen P. Shaw and Nina June Shaw, his wife, by George S. Humbertson, et ux, by deed dated December 17th, 1952, and recorded in Liber 246, folio 396, 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 anywise appertaining.

Provided, that if the said Allen P. Shaw and Nina June Shaw, 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 Eleven Thousand and no/100----- Dollars (\$ 11,000.00 ) 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 \_\_\_\_\_

Allen P. Shaw and Nina June Shaw, 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 Allen P. Shaw and Nina June Shaw, 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 Whiting

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 Allen P. Shaw and Nina June Shaw, 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 Allen P. Shaw and Nina June Shaw, 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

Eleven 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 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

Attest:

Allen P. Shaw [SEAL]  
Allen P. Shaw  
Nina June Shaw [SEAL]  
Nina June Shaw

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

I hereby certify, That on this 20th day of June 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

Allen P. Shaw and Nina June Shaw, his wife,

and they 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 Cumberland, 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 Cumberland, Maryland and duly authorized to make this affidavit.



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

Ethel McCarty  
Notary Public.

Compared and Mailed Delivered - E

To Western Maryland Railway Co  
509 Standard Oil Bldg  
Baltimore, Md. Nov. 17 1954

FILED AND RECORDED OCTOBER 20<sup>th</sup> 1954 at 1:00 P.M.

COUNTERPART NO. 111

**Second Supplemental Indenture**

To General Mortgage Dated October 1, 1949.

WESTERN MARYLAND RAILWAY COMPANY

to

THE CHASE NATIONAL BANK OF THE CITY  
OF NEW YORK,

Trustee

Dated: October 1, 1954

RECORDED  
OCT 20 1954  
1:00 P.M.  
308 49

*Joseph E. Brown*  
Trustee

**THIS SECOND SUPPLEMENTAL INDENTURE**, dated October 1, 1954, between WESTERN MARYLAND RAILWAY COMPANY, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Company", and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America, hereinafter called the "Trustee".

WHEREAS, a certain General Mortgage, dated October 1, 1949, hereinafter called the "Mortgage", has been heretofore executed, acknowledged and delivered by the Company and by the Trustee; and

WHEREAS, a certain First Supplemental Indenture, dated November 1, 1951, supplemental to the Mortgage (hereinafter called the First Supplemental Indenture) has been heretofore executed, acknowledged and delivered by the Company and by the Trustee; and

WHEREAS, the Company has heretofore executed and delivered and the Trustee has authenticated and delivered under the Mortgage \$29,740,000 principal amount of First Mortgage 4% Bonds, Series A, due October 1, 1969 (hereinafter called Bonds of Series A) of which \$28,949,000 principal amount are presently outstanding, and under the First Supplemental Indenture \$14,950,000 principal amount of First Mortgage 4½% Bonds, Series B, due November 1, 1976, of which \$13,846,000 principal amount are presently outstanding; and

WHEREAS, the Company has by proper corporate action authorized the issuance and sale of an additional series of bonds under the Mortgage (to be designated the Company's First Mortgage 3½% Bonds, Series C, due October 1, 1979, hereinafter referred to as the "Bonds of Series C") in the principal amount of Sixteen Million Dollars (\$16,000,000) for the purpose of refunding the outstanding Series B Bonds on or about November 3, 1954, the balance to reimburse the Company's Treasury; and

WHEREAS, the Company desires by this Second Supplemental Indenture to establish the terms and provisions of the Bonds of Series C authorized by its Board of Directors, all as more fully set forth herein; and

WHEREAS, Article Eleven of the Mortgage provides that the Company, when authorized by resolution of its Board of Directors, and the Trustee, from time to time and at any time, may enter into an indenture supplemental thereto to establish the terms, provisions and conditions of a particular series of bonds to be issued thereunder, which supplemental indenture thereafter shall form a part of the Mortgage; and

WHEREAS, all acts and things prescribed by law and by the charter and by-laws of the Company necessary to authorize the execution and delivery of this Second Supplemental Indenture have been accomplished; and

WHEREAS, the forms of the definitive Bonds of Series C and of the coupons to be attached to the definitive Bonds of Series C and of the Trustee's certificate of authentication to be endorsed on the definitive Bonds of Series C are to be substantially as follows:

[FORM OF DEFINITIVE COUPON BOND]

No. .... \$1,000

WESTERN MARYLAND RAILWAY COMPANY

FIRST MORTGAGE 3½% BOND, SERIES C.

Due October 1, 1979

WESTERN MARYLAND RAILWAY COMPANY, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and of the Commonwealth of Pennsylvania, hereinafter called the "Company", for value received, hereby promises to pay to the bearer, or, if this Bond be registered as to principal, then to the registered holder hereof, on the first day of October, 1979 (unless this Bond shall be called for previous redemption and payment thereof duly provided for), the principal amount of One Thousand Dollars, and to pay interest on said principal amount from the date hereof, at the rate of three and one-half per cent. (3½%) per annum, semi-annually, on the first day of April and on the first day of October in each year until the maturity hereof, and thereafter as in the Indenture provided, but until the maturity hereof only according to the tenor and upon presentation and surrender of the interest coupons

appertaining hereto, as they severally mature. The principal of, premium, if any, and interest on this Bond are payable at the agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is one of the First Mortgage Bonds of the Company, hereinafter sometimes called the "Bonds", all issued and to be issued in one or more series under and pursuant to, and all equally and ratably secured by a mortgage dated October 1, 1949, herein called the "Indenture", executed by the Company to The Chase National Bank of the City of New York, a national banking association organized and existing under the laws of the United States of America, as Trustee (hereinafter sometimes called the "Trustee"), to which Indenture and any and all supplements thereto reference is hereby made for a description of the property mortgaged, the nature and extent of the security, and the rights, limitations of rights, duties and immunities of the holders of said Bonds, of the Trustee and of the Company in respect of such security or otherwise thereunder and the terms and conditions upon which said Bonds are issued.

Except with the consent of the holder of this Bond, no reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is

absolute and unconditional, to pay the principal of and interest on this Bond at the time and place and at the rate and in the currency herein prescribed.

The Indenture contains provisions giving to the holders of 66 $\frac{2}{3}$ % in aggregate principal amount of Bonds then outstanding, as in the Indenture provided, affected by the particular modification or addition acted upon, the power by resolution at a bondholders meeting to take the various actions therein specified, including the power to make any modification in or addition to the provisions of the Indenture or any supplement thereto, or in or to the rights and obligations of the Company or in or to the rights of the holders of the Bonds and appurtenant coupons under the Indenture or any supplement thereto; provided, (i) that no such modification or addition shall be effective until approved by the Board of Directors of the Company; (ii) that no such modification or addition, which in the opinion of the Trustee shall affect the rights, duties or immunities of the Trustee under the Indenture or any supplement thereto, may be made without its written

consent; and (iii) that the bondholders shall have no power to (a) extend the maturity of any Bond, or reduce the rate or extend the time of payment of interest thereon, or otherwise modify the terms of payment of such principal (other than a modification of any sinking fund provisions) or interest, without the consent of the holder of each Bond so affected, or (b) effect a reduction of the percentage required for any action authorized to be taken by the bondholders without the consent of all the holders of Bonds.

The Bonds are issuable in series and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate and otherwise, all as in the Indenture provided and set forth. The Bonds of the series in which this Bond is included are designated "Western Maryland Railway Company First Mortgage 3 $\frac{1}{2}$ % Bonds, Series C, due October 1, 1979" and the aggregate principal amount thereof is limited to \$16,000,000.

If an event of default, as defined in the Indenture, shall occur, the principal amount of the Bonds may be declared, or may become, due and payable, in the manner and with the effect in the Indenture provided.

This Bond is transferable by delivery unless registered as herein provided. This Bond may be registered as to principal in the holder's name at the agency of the Company in the Borough of Manhattan, City and State of New York, such registration being noted hereon, after which no transfer shall be valid unless made at said agency by the registered holder, in person or by attorney, and similarly noted hereon; but this Bond may be discharged from registration by like transfer to bearer similarly noted hereon, whereupon transferability by delivery shall be restored. This Bond shall continue to be subject to successive registrations and transfers to bearer. No such registration, however, shall affect the transferability by delivery of the coupons for interest hereto attached, which shall always continue to be payable to bearer and to be transferable by delivery merely.

As provided in the Indenture, the Bonds of Series C are redeemable before maturity at the option of the Company, at any time, as a whole or from time to time in part, or may be redeemed through the operation of the general sinking fund and the sinking fund for Bonds of Series C upon any interest payment date, upon publication of notice of such redemption once in each week for four successive calendar weeks, the first publication to be not less than 30 days prior

to the date fixed for redemption, in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York. Redemption of Bonds of Series C at the option of the Company and for sinking fund purposes, respectively, shall be at the following percentages of the principal amount thereof plus accrued interest to the date designated for redemption:

## (OPTIONAL REDEMPTION)

Date (to and including)	Percentage	Date (to and including)	Percentage
October 1, 1955	104	October 1, 1967	102
" " 1956	103 $\frac{7}{8}$	" " 1968	101 $\frac{7}{8}$
" " 1957	103 $\frac{5}{8}$	" " 1969	101 $\frac{5}{8}$
" " 1958	103 $\frac{1}{2}$	" " 1970	101 $\frac{1}{2}$
" " 1959	103 $\frac{3}{8}$	" " 1971	101 $\frac{3}{8}$
" " 1960	103 $\frac{1}{8}$	" " 1972	101 $\frac{1}{8}$
" " 1961	103	" " 1973	101

" " 1962	102 $\frac{7}{8}$	" " 1974	100 $\frac{7}{8}$
" " 1963	102 $\frac{5}{8}$	" " 1975	100 $\frac{5}{8}$
" " 1964	102 $\frac{1}{2}$	" " 1976	100 $\frac{1}{2}$
" " 1965	102 $\frac{3}{8}$	" " 1977	100 $\frac{3}{8}$
" " 1966	102 $\frac{1}{8}$	" " 1978	100 $\frac{1}{8}$
		" " 1979	100

(SINKING FUND REDEMPTION)

Date (to and including)	Percentage	Date (to and including)	Percentage
October 1, 1955	102	October 1, 1967	101
" " 1956	101 $\frac{7}{8}$	" " 1968	100 $\frac{7}{8}$
" " 1957	101 $\frac{5}{8}$	" " 1969	100 $\frac{5}{8}$
" " 1958	101 $\frac{3}{4}$	" " 1970	100 $\frac{3}{4}$
" " 1959	101 $\frac{1}{8}$	" " 1971	100 $\frac{1}{8}$
" " 1960	101 $\frac{1}{8}$	" " 1972	100 $\frac{1}{8}$
" " 1961	101 $\frac{1}{2}$	" " 1973	100 $\frac{1}{2}$
" " 1962	101 $\frac{3}{8}$	" " 1974	100 $\frac{3}{8}$
" " 1963	101 $\frac{3}{8}$	" " 1975	100 $\frac{3}{8}$
" " 1964	101 $\frac{1}{4}$	" " 1976	100 $\frac{1}{4}$
" " 1965	101 $\frac{1}{8}$	" " 1977	100 $\frac{1}{8}$
" " 1966	101 $\frac{1}{8}$	" " 1978	100 $\frac{1}{8}$
		" " 1979	100

The coupon Bonds of Series C are issuable in the denomination of \$1,000. The registered Bonds of Series C without coupons may be of the denominations of \$1,000, \$5,000, \$10,000, \$50,000 or of such multiples of \$1,000 as the Company may from time to time authorize, such authorization to be evidenced conclusively by the execution thereof. The coupon Bonds of Series C and the registered Bonds of Series C without coupons and the several denominations of the registered Bonds of Series C without coupons are interchangeable upon presentation for that purpose and upon payment of charges, all as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether presently existing or hereafter arising, being, by the acceptance hereof, and as part of the consideration for the issue hereof, expressly waived and released as provided in the Indenture.

Neither this Bond nor any of the coupons hereto attached shall be valid or obligatory for any purpose, unless and until the certificate of authentication, hereon endorsed, shall have been executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed by the manual or the facsimile signature of its President or a Vice President and the facsimile of its corporate seal hereon to be attested by the manual or the facsimile signature of its Secretary or an Assistant Secretary, and coupons for interest, bearing the facsimile of the signature of its Treasurer, to be attached hereto, and this Bond to be dated the first day of October, 1954.

WESTERN MARYLAND RAILWAY COMPANY

By.....

Attest:

President

Secretary

[FORM OF DEFINITIVE INTEREST COUPON]

No. ....

\$17.50

On the first day of \_\_\_\_\_, \_\_\_\_\_, unless the Bond hereinafter mentioned shall have been called for previous redemption and payment thereof duly provided for, Western Maryland Railway Company will pay to bearer at the agency of the Company in the Borough of Manhattan, City and State of New York, on surrender of this coupon, Seventeen and 50/100 dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage 3 $\frac{1}{2}$ % Bond, Series C, due October 1, 1979, No.

.....  
Treasurer

[FORM OF DEFINITIVE REGISTERED BOND]

The form of definitive registered Bond of Series C without coupons shall be identical with the form of definitive coupon Bond of Series C except that there shall be substituted in such form, in lieu of the corresponding heading and paragraphs in the form of definitive coupon Bond of Series C, the following heading and paragraphs:

No. .... \$ .....

**WESTERN MARYLAND RAILWAY COMPANY**

First Mortgage 3½% Bond, Series C

Due October 1, 1979

WESTERN MARYLAND RAILWAY COMPANY, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and of the Commonwealth of Pennsylvania, hereinafter called the "Company", for value received, hereby promises to pay to

or registered assigns, on the first day of October, 1979 (unless this Bond shall be called for previous redemption and

payment thereof duly provided for), the principal amount of

.....  
Thousand Dollars, and to pay interest on said principal amount from the date hereof, at the rate of three and one-half per cent. (3½%) per annum, semi-annually, on the first day of April and on the first day of October in each year until the maturity hereof, and thereafter as in the Indenture provided. The principal of, premium, if any, and interest on this Bond are payable at the agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

.....

This Bond is transferable by the registered holder in person or by duly authorized attorney at the agency of the Company in the Borough of Manhattan, City and State of New York; upon surrender and cancellation of this Bond as provided in the Indenture and upon payment of taxes as therein specified; and upon any such transfer a new registered Bond of Series C without coupons will be issued to the transferee.

.....

This Bond shall not be valid or obligatory for any purpose, unless and until the certificate of authentication, hereon endorsed, shall have been executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed by the manual or facsimile signature of its President or a Vice President and the facsimile of its corporate seal hereon to be attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, and this Bond to be dated , 19 .

WESTERN MARYLAND RAILWAY COMPANY

By.....  
President

Attest:

.....  
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, referred to in the within mentioned Indenture.

THE CHASE NATIONAL BANK OF THE CITY  
OF NEW YORK,  
Trustee.

By.....  
Authorized Officer.

Now, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

That for and in consideration of the premises and of the acceptance and purchase of the Bonds of Series C by the holders thereof and of the sum of Ten Dollars (\$10) lawful money of the United States of America to the Company duly paid by the Trustee at the time of the delivery of this Second Supplemental Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds of Series C issued and to be issued under the Mortgage and this Second Supplemental Indenture according to their tenor and effect, and to secure the performance of all the covenants and conditions herein contained, and in order to charge with such payment and with such performance the railroads, railroad property and appurtenances, securities, rights, privileges, franchises and other properties described in the Mortgage, the Company has executed and delivered this Second Supplemental Indenture and covenants and agrees with the Trustee and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Mortgage as follows:

**ARTICLE ONE.**

**SECTION 1.** Bonds of Series C shall be issued and authenticated under and in accordance with the provisions of the Mortgage and this Second Supplemental Indenture in an aggregate principal amount at any one time outstanding of not to exceed Sixteen Million Dollars (\$16,000,000), excluding Bonds of Series C issued in lieu of and in substitution for Bonds of Series C mutilated, lost, stolen or destroyed, as provided in Section 1.05 of the Mortgage.

The Bonds of Series C (a) shall be dated October 1, 1954 (except that registered Bonds without coupons shall be dated as provided in Section 1.01 of the Mortgage); (b) shall mature October 1, 1979; (c) shall bear interest at the rate of 3½% per annum, payable semi-annually on April 1, and October 1 in each year; (d) shall be payable both as to principal and interest at the agency of the Company, in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts; (e) shall be redeemable before maturity at the option of the Company, at any time, as a whole or, from time to time, in part, and shall be redeemable for sinking fund purposes upon any interest payment date, all upon the notice and in the manner and with the effect provided in Article Three of the Mortgage, at the following percentages of their principal amount:

**(OPTIONAL REDEMPTION)**

Date (to and including)	Percentage	Date (to and including)	Percentage
October 1, 1955	104	October 1, 1967	102
" " 1956	103¾	" " 1968	101¾
" " 1957	103¾	" " 1969	101½
" " 1958	103½	" " 1970	101½
" " 1959	103¾	" " 1971	101¾
" " 1960	103¾	" " 1972	101¾
" " 1961	103	" " 1973	101
" " 1962	102¾	" " 1974	100¾
" " 1963	102¾	" " 1975	100¾
" " 1964	102½	" " 1976	100½
" " 1965	102¾	" " 1977	100¾
" " 1966	102½	" " 1978	100½
		" " 1979	100

**(SINKING FUND REDEMPTION)**

Date (to and including)	Percentage	Date (to and including)	Percentage
October 1, 1955	102	October 1, 1967	101
" " 1956	101¾	" " 1968	100¾
" " 1957	101¾	" " 1969	100¾
" " 1958	101¾	" " 1970	100¾
" " 1959	101¾	" " 1971	100¾
" " 1960	101¾	" " 1972	100¾
" " 1961	101½	" " 1973	100½
" " 1962	101¾	" " 1974	100¾
" " 1963	101¾	" " 1975	100¾
" " 1964	101¾	" " 1976	100¾
" " 1965	101¾	" " 1977	100¾
" " 1966	101¾	" " 1978	100¾
		" " 1979	100

together, in each case, with accrued interest on the principal amount thereof to the date fixed for redemption; (f) shall be entitled to the benefits of the sinking fund for Bonds of Series C provided for in Section 2 of this Second Supplemental Indenture, and may, at the option of the Company, be entitled to the benefits of the general sinking fund provided for in Article Four of the Mortgage, so long as such general sinking fund shall be in operation, as herein and therein provided; (g) shall be issuable in the form of coupon Bonds, registerable as to principal, of the denomination of \$1,000 and of registered Bonds without coupons of the denominations of \$1,000, \$5,000, \$10,000, \$50,000, and such multiples of \$1,000 as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof); and (h) generally shall be in the form set forth in the preambles hereof with such variations as the Board of Directors of the Company may deem necessary to set forth clearly the provisions, rights and conditions herein established.

SECTION 2. The Company covenants and agrees that, so long as any Bonds of Series C are outstanding, it will pay to the Trustee on or before October 1, 1955, and on or before October 1 in each year thereafter, as and for a sinking fund for Bonds of Series C:

(a) \$160,000 (being one per cent (1%) of the maximum aggregate principal amount of Bonds of Series C at any time to be outstanding); and

(b) the lesser of (i) \$160,000 (being an additional one per cent (1%) of the maximum aggregate principal amount of Bonds of Series C at any time to be outstanding), or (ii) a sum equal to the net income of the Company for the preceding calendar year as hereinafter defined.

The sinking fund requirements shall be cumulative, however, so that if and to the extent that the amount payable on any October 1 under clause (ii) of sub-paragraph (b) of the immediately preceding paragraph shall be less than the amount otherwise payable under clause (i) of said sub-paragraph (b) (the difference between such amounts being hereinafter called the "sinking fund deficiency"), the Company, on October 1 of the next succeeding year or years, shall remedy such sinking fund deficiency or deficiencies (but without interest thereon) in the order in which such deficiencies were incurred to the extent of the Company's net income, as hereinafter defined, for the preceding calendar year after payment of the then current sinking fund installment under the sinking fund for Bonds of Series C.

The net income of the Company for the purposes of the sinking fund for Bonds of Series C for any particular year shall mean the result obtained by deducting from the Company's "income available for fixed charges" for such year (i) the Company's "fixed charges" for such year, as such quoted terms shall be defined by the Interstate Commerce Commission or other governmental agency having jurisdiction, (ii) \$160,000, being the amount payable pursuant to sub-paragraph (a) of the first paragraph of this Section 2, (iii) the amount of the payment made under the sinking fund for the Bonds of Series A, on the sinking fund payment date in the year following the year in which such net income was earned, and (iv) all unremedied sinking fund deficiencies for the Bonds of Series A.

The Company may pay into the sinking fund for Bonds of Series C on or before October 1 in any year the amount payable under sub-paragraph (b) of the first paragraph of this Section 2 plus any deficiencies from prior periods even if the amount so paid shall not have been earned in whole or in part.

At the option of the Company, the sinking fund payments to be made pursuant to the first paragraph of this Section 2 may be made in cash or in Bonds of Series C theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of property released from the lien of the Mortgage) and not theretofore made the basis for the authentication of Bonds or the withdrawal of deposited cash, with all unmatured coupons attached, at the current sinking fund redemption price for such Bonds or at the cost thereof to the Company (exclusive of accrued interest and brokerage commissions), whichever is less.

On or before each such sinking fund payment date the Company shall deliver to the Trustee a statement showing in reasonable detail the net income of the Company for the preceding calendar year, certified to by the Controller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, stating that such net income has been determined as provided in this

Section 2 and stating any other facts requisite to the determination of the amount of the payment due on such sinking fund payment date. Such statement shall also certify the cost to the Company (exclusive of accrued interest and brokerage commissions) of each Bond of Series C to be delivered to the Trustee for the sinking fund in lieu of cash and that each such Bond was theretofore issued and reacquired by the Company otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of the Mortgage and has not theretofore been made the basis for the authentication of Bonds or the withdrawal of deposited cash. The Trustee shall be protected in relying upon such statement and shall be under no duty to make any verification thereof, or investigation or inquiry as to any part thereof.

SECTION 3. At any time after the receipt of any sinking fund payment for the sinking fund for Bonds of Series C and until a date 45 days prior to the next ensuing interest payment date on Bonds of Series C, the Trustee shall apply such payment to the purchase of Bonds of Series C at a price (exclusive of accrued interest and brokerage commissions) not exceeding the then current sinking fund redemption price.

Bonds shall be purchased by the Trustee for the sinking fund for Bonds of Series C as designated by the Company from time to time by written request filed with the Trustee, at prices (exclusive of accrued interest and brokerage commissions) within the limit above specified, at public or private sale or in the open market with or without notice or advertisement for tenders, as the Trustee in its discretion may determine. Such purchases may be made by the Trustee from the Company at a price not in excess of the market price of Bonds of Series C (exclusive of accrued interest) on the date of such purchase from the Company as ascertained by the Trustee in any manner deemed by it to be reliable and not in excess of the cost thereof to the Company (exclusive of accrued interest and brokerage commissions) but in any event at a price within the limit above specified, but the Trustee shall purchase from the Company only Bonds of Series C theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of the Mortgage) and not theretofore made the basis for the authentication of Bonds or withdrawal of deposited cash. With each such purchase from the Company the Trustee shall receive a statement certified to by the Controller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company setting forth the cost to the Company (exclusive of accrued interest and brokerage commissions) of each Bond of Series C purchased by the Trustee and stating that each such Bond was theretofore issued and reacquired by the Company otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of the Mortgage and that such Bond has not theretofore been made the basis for the authentication of Bonds or withdrawal of deposited cash. The Trustee shall be protected in relying upon such statement and shall be under no duty to make any verification thereof or investigation or inquiry as to any part thereof.

SECTION 4. If upon the date limited as aforesaid for said purchases, the Trustee as above stated shall not have purchased Bonds of Series C in an amount sufficient to exhaust the sinking fund moneys paid to the Trustee pursuant to Section 2 hereof, the amount of such moneys remaining unexpended in such sinking fund, if \$25,000 or more (or any amount less than \$25,000, if so requested by the Company), shall be applied by the Trustee on the next ensuing interest payment date to the redemption of outstanding Bonds of Series C at the sinking fund redemption price applicable on the date fixed for redemption. Redemption of Bonds of Series C for sinking fund purposes shall be in the same manner and with the same effect as provided in the Mortgage with respect to redemption of Bonds at the option of the Company.

Any amount in the sinking fund for Bonds of Series C not so to be applied shall be added to the next sinking fund installment and together with said installment be applied in accordance with the provisions of this Article.

SECTION 5. The Company covenants to pay on request of the Trustee the compensation of the Trustee for administering the sinking fund for Bonds of Series C, as provided herein, together with the Trustee's expenses, including the cost of advertisement of redemption

notices and any other advertisements, and any customary broker's commission upon the purchase of any Bonds of Series C and any accrued interest payable with respect to any such Bonds purchased or redeemed, it being the intention that the aforesaid charges and accrued interest shall not be charged against sinking fund moneys.

**ARTICLE TWO.**

The second and third paragraphs of Section 2.05 of the Mortgage, as amended by Article Two of the First Supplemental Indenture, are hereby further amended to read as follows:

"For the purposes of this Section 2.05 the computation of Bonds outstanding shall, except as hereinafter specified, include:

1. All Bonds outstanding in the hands of the public;
2. So long as any Bonds of Series A are secured by this Indenture, all Bonds of Series A acquired and cancelled under the sinking fund provided for in Section 4.01 hereof;
3. So long as any Bonds of Series C are secured by this Indenture, all Bonds of Series C acquired and cancelled under the sinking fund provided for in Section 2 of the Second Supplemental Indenture hereto, dated October 1, 1954;
4. All Bonds pledged by the Company; and
5. All Bonds held by or for the Company;

but shall not include:

(a) Any other Bonds theretofore authenticated and delivered which have been paid, redeemed or cancelled, or for which provision satisfactory to the Trustee for payment, redemption or cancellation has been made; or

(b) Any Bonds issued pursuant to Section 2.07 hereof against the deposit of cash with the Trustee so long as such cash has not been withdrawn or set aside for the purposes specified in Section 2.08 hereof.

For the purposes of this Section 2.05 'prior lien obligations' shall mean all obligations (including equipment obligations) secured by a prior lien on any property subject to the lien of this Indenture and shall, except as hereinafter specified, include:

(i) All prior lien obligations outstanding in the hands of the public;

(ii) Prior lien obligations when pledged to secure debt other than prior lien obligations; and

(iii) When prior lien obligations are pledged to secure other prior lien obligations either the amount of the pledged prior lien obligations or the prior lien obligations outstanding in the hands of the public which such pledged prior lien obligations secure, whichever is the greater;

but shall not include:

(x) Any other prior lien obligations pledged hereunder;

(y) Any prior lien obligations paid, redeemed, or cancelled, or for payment, redemption, or cancellation of which provision satisfactory to the Trustee has been made; or

(z) Necessarily undetermined liens or charges ordinarily incident to construction or operation or liens for taxes for the current year or of taxes or assessments not then delinquent (herein referred to collectively as 'excepted liens')."

**ARTICLE THREE.**

SECTION 1. Section 4.08 of the Mortgage, as amended by Article Three of the First Supplemental Indenture, is hereby further amended to read as follows:

"SECTION 4.08. When the Company shall pay or cause to be paid the principal of all the outstanding Bonds of Series A, with interest and premium, if any, according to their terms, or shall deposit with the Trustee in trust for the holders thereof, an amount or amounts sufficient to pay the principal of all of said Bonds of Series A, with interest and premium, if any, according to their terms, all moneys then held by the Trustee in the sinking fund for the Bonds of Series A and in the general sinking fund (other than

moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall, upon demand of the Company, be repaid to it.

When the Company shall pay or cause to be paid the principal of all the outstanding Bonds of Series C, with interest and premium, if any, according to their terms, or shall deposit with the Trustee in trust for the holders thereof, an amount or amounts sufficient to pay the principal of all of said Bonds of Series C, with interest and premium, if any, according to their terms, all moneys then held by the Trustee in the sinking fund for the Bonds of Series C (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall, upon demand of the Company, be repaid to it.

No such sinking fund moneys shall be applied to the purchase or redemption of Bonds or be paid over to the Company, and no publication of notice of redemption shall be commenced, during the continuance of an event of default under this Indenture or any supplement hereto of which the Trustee shall have notice, and any moneys in the sinking fund for the Bonds of Series A at the time when such notice shall have been received by the Trustee (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption

shall have been published) shall be held, unless all such defaults are remedied, as additional security for the payment of the Bonds of Series A, and any moneys in the sinking fund for Bonds of Series C at such time (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall be held, unless all such defaults are remedied, as additional security for the payment of the Bonds of Series C, and any moneys in the general sinking fund at such time (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall be held, unless all such defaults are remedied, first, as additional security for the payment of the Bonds of Series A and, secondly, as additional security for the payment of the Bonds of Series C."

#### ARTICLE FOUR.

The Company covenants that it will observe the limitations and restrictions of, and comply with, the provisions of Section 5.11 of the Mortgage so long as any Bonds of Series C are outstanding in the hands of the public.

#### ARTICLE FIVE.

The Company covenants that none of its authorized but unissued Bonds of Series A have been issued after November 1, 1951, or shall be issued after the date of this Second Supplemental Indenture.

#### ARTICLE SIX.

The Trustee accepts the trust hereby created and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution hereof by the Company or in respect of the recitals contained herein, all of which are made by the Company

solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Second Supplemental Indenture or to the re-filing, re-registration or re-recording thereof. The Company agrees to effect such filing, registration or recording and the re-filing, re-registration or re-recording hereof as may be required by law. The Trustee may authenticate and deliver any of the Bonds of Series C without waiting for the filing, registration or recording hereof. Each and every term and condition contained in Article Fifteen of the Mortgage shall apply to and form a part of this Second Supplemental Indenture with the same force and effect as if set forth in full herein.

IN WITNESS WHEREOF, Western Maryland Railway Company, the party of the first part, has caused this Second Supplemental Indenture

to be signed and acknowledged by its President or a Vice President, and its corporate seal to be affixed hereto, and the same to be attested by its Secretary or an Assistant Secretary; and The Chase National Bank of the City of New York, party of the second part, has caused this Second Supplemental Indenture to be signed and acknowledged by a Vice President, and its corporate seal to be affixed hereto, and the same to be attested by an Assistant Cashier.

WESTERN MARYLAND RAILWAY COMPANY

By [Signature]  
President.

(CORPORATE SEAL)

Attest:

[Signature]  
Secretary.

Signed, sealed and delivered by Western Maryland Railway Company in the presence of:

[Signature]  
[Signature]



(CORPORATE SEAL)

Attest:

[Signature]  
Assistant Cashier.

Signed, sealed and delivered by The Chase National Bank of the City of New York in the presence of:

[Signature]  
[Signature]

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK

By [Signature]  
Vice President.

STATE OF MARYLAND, } ss.:  
CITY OF BALTIMORE, }

I, Leonard W. Bair a Notary Public in and for the State and City aforesaid, do certify that W. Arthur Trotz who signed the writing above, bearing date the first day of October, 1954, for WESTERN MARYLAND RAILWAY COMPANY, a corporation, has this day in my said City before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 27th day of Sept., 1954.

Leonard W. Bair  
Notary Public

My commission expires May 2, 1955.

(NOTARIAL SEAL)



[Signature]  
Notary Public

My commission expires MAY 2 1955

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On the 29th day of September, 1954, before me personally appeared T. E. BUCKLEY, to me known, who being by me duly sworn, did depose and say that he resides at 25 ALLENWOOD ROAD Great Neck, New York; that he is a Vice President of THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and

I, CHARLES R. DOWD a Notary Public of said State and County, do certify that T. E. BUCKLEY, who signed the writing above, bearing date the first day of October, 1954, for THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a corporation, has this day in my said State and County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 29th day of September, 1954.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Charles R. Dowd*  
Notary Public

My commission expires MAR 30 1955

(NOTARIAL SEAL.)



CHARLES R. DOWD  
Notary Public, State of New York  
No. 21-1008630  
Qualified in Kings County  
Certificate filed with New York County Clerk  
Commission Expires March 30, 1955

FILED AND RECORDED OCTOBER 21<sup>st</sup> 1954 at 3:00 P.M.

THIS MORTGAGE, Made this 21<sup>st</sup> day of October, 1954, by and between Abe Schwab and Helen G. Schwab, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Administrator, d.b.n.e.t.a of the Estate of Susan M. Gephart, of the second part, sometimes hereinafter called the Mortgagee. WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee, in the full and just sum of Two Thousand (\$2,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Four and One-Half (4½) per centum per annum, said interest being payable in quarterly installments 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 on said note to be payable on the 31st day of December, 1954.



NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Abe Schwab and Helen G. Schwab, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Administrator, d.b.n.e.t.a. of the Estate of Susan M. Gephart, its successors or assigns, the following property, to-wit:

All that lot or parcel of land being designated as Lot No. 11 of the division into lots of part of "The Retreat" fronting on Bedford Street, extended, as shown on Plat filed in Liber 47, folio 201, one of the Land Records of Allegany County, Maryland, said lot being more particularly described by metes and bounds as follows, to-wit:

LOT NO. 11: BEGINNING for the same at a point on the Northwesterly side of the Bedford Road, as now widened, at the end of the first line of Lot No. 10, and running thence at right angles to said Road and with the second line of said Lot No. 10, North 51 degrees 35 minutes West 184 feet to the Southeasterly side of a 16-foot alley, and with it, South 38 degrees 25 minutes West 61.7 feet to the third line of Lot No. 2 of the subdivision of the tract of land called "The Retreat" and with it as corrected.

South 42 degrees 30 minutes East 202.5 feet to the Northwestern side of the said Bedford Road, and with it, North 38 degrees 25 minutes East 85 feet, North 23 degrees 30 minutes West 18.1 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harvey Christopher Elder, Executor of the Last Will and Testament of Jasper W. Elder, by deed dated the 22nd day of December, 1936, and recorded in Liber No. 176, folio 285, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of land fronting on the Northwestern side of Bedford Street, Extended, being designated as part of Lot No. 10 on the Plat of part of "The Retreat", recorded in Liber No. 41, folio 199, one of the Land Records of Allegany County, Maryland, said part of Lot No. 10, being more particularly described as follows:

BEGINNING for the same at a point on the Northwestern side of the Bedford Road, as now widened, at the end of 34 feet on the first line of said Lot No. 10, and running thence with the said Bedford Road, as now widened, South 38 degrees 25 minutes West 16 feet to the end of said first line; then at right angles to said Road and with the second line of Lot No. 10, North 51 degrees 35 minutes West 184 feet to the Southeasterly side of a 16-foot alley; and with it, and part of the third line of said Lot No. 10, North 28 degrees 25 minutes East 16 feet; then across said whole Lot No. 10, South 51 degrees 35 minutes East 184 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harvey C. Elder and wife, by deed dated the 30th day of July, 1945 and recorded in Liber No. 204, folio 571, one of the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple 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 sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon when and as the same becomes 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.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors 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 IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors 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 Mortgagors hereby covenant to pay the said Mortgage debt, the interest hereon and all public charges and assessments when legally demanded; 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 Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

And in case of default being made in payment of the Mortgage debt aforesaid, or of the interest hereon, 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or 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 then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in 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 Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefore 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 liens or claims 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 hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thomas L. Keech

Abe Schwab (SEAL)  
Abe Schwab

Helen G. Schwab (SEAL)  
HELEN G. SCHWAB

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of October, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Abe Schwab and Helen G. Schwab, 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, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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 for said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal.



George A. S. Liberty  
NOTARY PUBLIC

Compared and Mailed Delivered *E*  
 To *Mtge R.D. Hancock Md*  
*Nov. 15 19 54*

FILED AND RECORDED OCTOBER 21<sup>st</sup> 1954 at 2:55 P.M.

FILED AND RECORDED OCTOBER 21<sup>st</sup> 1954 at 2:55 P.M.

This Mortgage Made this 21<sup>st</sup> day of October, 1954, by and

between Ellis Messersmith, unmarried of Little Orleans of Allegany County, Maryland, party of the first part, and John H. Ray of Fulton County, State of Pennsylvania, Hancock, Maryland, R. F.D. No. 1, party of the second part, Witnesseth:

WHEREAS, the party of the first part is indebted unto the said party of the second part in the full and just sum of Eight Hundred (\$800.00) Dollars, for money lent, which loan is evidenced by the promissory note of the said party of the first part of even date herewith for the sum of Eight Hundred Dollars, payable three year after date, to the order of the said party of the second part, the said party of the first part covenanting and agreeing to pay unto the said party of the second part or his order, at least the sum of One Hundred (\$100.00) Dollars on account of the principal indebtedness together with the interest thereon annually from the date hereof.

Now therefore, in consideration of the premises and the sum of one dollar in hand paid and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit: All that certain tract or parcel of land situated, lying and being in Orleans District No. 1 of Allegany County, Maryland, and which embraces parts of the following tracts of land "Buck Ridge" "Piney Plains in Two Tracts" and "Town Hill" and which said tracts or part of tracts are described as follows, to-wit:

Beginning for the same at a point along the Easterly side of the Little Orleans Road, it being at the end of the 26th and last line of the above mentioned tract called "Decatur" Surveyed the 10th day of November, 1813, and running thence reversing the lines thereof as corrected for Magnetic Variation, North 44 degrees 05 minutes East 1650 feet to a stake standing between Three Red Oak Trees marked with six notches each, North 69 degrees 05 minutes East 528 feet to a planted stone Stone South 26 degrees 35 minutes West 1897½ feet to a stake standing North 78 degrees West 22 feet from a planted stone in a stone pile a corner of State land, North 61 degrees 05 minutes East 115½ feet to a Stone painted Yellow, State Corner North 10 degrees 05 minutes East 1155 feet to a stake and a stone pile corner between State land and Charles R. Price, thence leaving State



land, North 51 degrees 35 minutes East 1386 feet to stake and stone pile, North 9 degrees and 55 minutes West 759 feet to an old stone pile, North 25 degrees 05 minutes East 676½ feet to an old stone pile, witnessed by a marked Pine Tree, it being at the end of the first line of that part of the tract above mentioned called "Decatur" which was conveyed by David C. Watson, et ux, to George W. Price by deed dated the 22nd day of April, 1876, and recorded among the land records of Allegany County, Maryland, in Liber No. 46, folio 600, thence reversing the first line thereof as corrected by Magnetic Variation and to call, North 50 degrees 00 minutes West 673 feet to an old stake pointed out by Charles R. Price as where the White Oak seven notches, the beginning of the said last above mentioned deed stood, it being also the at the end of the 13th line of that part of the above mentioned tract called "Buck Ridge" which was conveyed by Nathan Trail, Trustee to George W. Price by deed dated 2nd of December, 1865, and recorded among the aforesaid Land Records in Liber Number 24, folio 103 (originally surveyed 31st of January, 1842), thence with the 14 line thereof as corrected by magnetic Variation and to call, North 48 degrees 15 minutes West 1600½ feet to a point on the 16th line of aforesaid tract called "Buck Ridge" thence with the lines of "Buck Ridge" as corrected by Magnetic Variation South 31 degrees 25 minutes West 126 feet to the Watson Road and with it South 39 degrees 15 minutes West 227 feet, South 35 degrees 30 minutes West 771 feet to a large Pig Nut Hickory Tree, South 36 degrees 00 minutes West 650 feet, South 42 degrees 30 Minutes West 223 Feet to a point on the division line between the Ezra J. Watson Farm and the land of George Price heirs, then leaving the Watson Road and running with said division line, South 29 degrees 30 minutes East 216 feet to a point on the above mentioned 16th line of Buck Ridge, and with the lines thereof corrected as aforesaid, South 31 degrees 25 minutes West 855 feet to the end of said 16th line, North 74 degrees 35 minutes West 330 feet to a stake, South 41 degrees 25 minutes West 341 -55/100 feet to a stake along the Southwesterly side of the Little Orleans Road, standing at the end of the third line of a lot conveyed by James M. Creek to Courtney Fletcher by deed dated 16th of April, 1910, and recorded among the aforesaid Land Records in Liber No. 106 folio 264 (Originally belonging to Malinda Barnes) thence along and with the Southwesterly side of said Road, South 28 degrees 30 minutes East 288-3/4 feet to a fence post standing at the end of the seventh line of a deed from Ezra J. Watson, et ux, to Edward L. Roberts, dated 6th of Septemebr, 1919, and recorded among the aforesaid land records in Liber No. 129, folio 416, thence still with said road and with the lines of said last mentioned deed as corrected to run with the Road, South 25 degrees 15 minutes East 254

feet, South 32 degrees East 363 feet, South 58 degrees 30 minutes East 273 feet to the Cross Roads at or near the beginning of said deed, thence still with said Road South 31 degrees 05 minutes West 219 feet to a point along the Easterly side of said Road, South 1 degree 30 minutes West 201 feet to an old Locust Tree, thence along the Easterly side of said Road, South 2 degrees 15 minutes East 229 feet, South 6 degrees 15 minutes East 228 feet, South 6 degrees 00 minutes West 240 feet, South 2 degrees 40 minutes West 346 feet to the end of the 26th line of aforesaid tract called "Decatur" and the place of beginning. Containing 229 3/4 acres. Being the same pieces and parcels of land which were conveyed unto the party of the first part, by The Federal Land Bank of Baltimore, by deed, bearing date the 9th day of August, 1939, and recorded among the land records of Allegany County, Maryland, in Liber No. 184, folio 584.

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 party of the first part, his heirs, executors, administrators, or assigns, shall pay to the said party of the second part, his executors, administrators or assigns, the aforesaid sum of Eight Hundred Dollars, together with the interest thereon, as and when the same shall become due and payable, interest to be computed at six per centum, per annum, and in the meanwhile do 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, the said party of the first part may hold and possess the aforesaid property, upon paying in the meanwhile, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said party of the first part 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 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 Estel C. Kelley, 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 money 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 party of the second part, his heirs, or assigns, and in case of advertisement under the power but no sale, one half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part 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 his heirs, representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred 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, 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 hand and seal of said mortgagor.

Attest:

*John R. Day*

*Ellis Messersmith* (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify that on this 21<sup>st</sup> day of October, 1954, before me the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, Maryland, personally appeared Ellis Messersmith and acknowledged the foregoing mortgage to be his act and deed; and at the same time also personally appeared John R. Day, the within 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.



*John R. Day*  
Notary Public

To Mtgee Frostburg Md  
Nov 15 1954

FILED AND RECORDED OCTOBER 21 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 20th day of October, 1954, by and between JAMES ARTHUR STEVENS and LUCILLE MARGARET SMITH STEVENS, his wife of Frostburg, Allegany County, in the State of Maryland, Mortgagor S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S justly indebted unto the Mortgagee in the full and just sum of Six Hundred Sixty Five and 45/100-----\$ 665.45



which is to be repaid in 18 consecutive monthly installments of \$37.00 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 District #12 of Frostburg, Allegany County, Maryland, known as Lot #11 & 12 of a series of lots laid off by Andrew J. Willison, Liber No. 22, Folio 42, and more fully described in a Deed from Morris Gerson, widower, et al, dated June 11, 1947, recorded among Land Records of Allegany County, Maryland, Liber 12, Folio 476

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 not and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do not 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. Douh, 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 Mortgagors S, their representatives, heirs or assigns.

WITNESS my hand and seal this 20th day of October, 1954.

James Arthur Stevens (SEAL)  
James Arthur Stevens

ATTEST:

Ralph M. Race

Lucille Margaret Smith Stevens (SEAL)  
Lucille Margaret Smith Stevens

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 20th day of October, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James Arthur Stevens and Lucille Margaret Smith Stevens, his wife

the Mortgagor S named in the foregoing mortgage and THEY acknowledged the foregoing mortgage to be THEIR act. At the same time also appeared G. ALVIN KREILING, 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.

AS WITNESS my hand and Notarial Seal.



Ralph M. Race Notary Public

Compared and Matched & Delivered  
To His H. Legge Atty City  
Nov. 15 1954

LIBER 308 PAGE 70

FILED AND RECORDED OCTOBER 31<sup>st</sup> 1954 at 12:40 P.M.

purchase money

**This Mortgage**, Made this 20<sup>th</sup> day of OCTOBER in the  
year Nineteen Hundred and fifty-FOUR by and between  
Paul L. Bloss, single,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part V 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 & 00/100 - - - - - (\$6,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-nine & 03/100 - - - - - (\$49.03) - - - - - 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 as 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 tract, piece, or parcel of land situate, lying and being in Election District No. 3, in Allegany County, Maryland, and which said parcel of land is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

Beginning for said piece or parcel of land on the east side of Town Creek Road, witnessed by a reference line North 65.75 degrees East 15 feet from an electric pole and North 42.25 degrees West 86.5 feet from the tenant house; and running then with the following courses and distances: (1) North 22 degrees West 821 feet with Town Creek Road; then (2) North 13.5 degrees West 1495.5 feet with Town Creek Road to north side of Williams Road; then (3) South 80.5 degrees East 249 feet with Williams Road; then (4) South 62.5 degrees East 137 feet; then (5) South 68.5 degrees East 443 feet; then South 79.25 degrees East 186.75 feet, then (7) South 77.5 degrees East 534.5 feet with road; then (8) North 85.5 degrees East 46.5 feet to South Guard Rail of Town Creek Bridge 6 feet from top of concrete abutment; then (9) South 41 degrees East 285 feet along west bank of Town Creek; then (10) South 2.5 degrees West 170 feet to a leaning chestnut oak standing on a cliff of rocks; then (11) South 23.75 degrees West 156

feet to a linn sapling; then (12) South 2<sup>h</sup> degrees West 115.75 feet; then (13) South 17.5 degrees West 135.75 feet to walnut tree; then (14) South 20.25 degrees West 125.25 feet; then (15) South 23 degrees West 183 feet; then (16) South 2<sup>h</sup> degrees West 117.5 feet; then (17) South 22.5 degrees West 191.25 feet; then (18) South 10.5 degrees West 2<sup>h</sup>.5 feet to a hickory sapling; then (19) South 15.5 degrees West 120.5 feet to a locust tree on east bank of Town Creek; then (20) South 86.75 degrees West 270 feet to a walnut tree standing in bottom west from Town Creek; then (21) North 8<sup>h</sup> degrees West 233.25 feet to corner of garden; and then (22) South 73.5 degrees West 132 feet to place of beginning, containing 50 acres, more or less.

Being the same property which was conveyed unto Lewis W. Bloss and Paul L. Bloss by deed of Joyce Lammert et al dated June 1<sup>h</sup>, 195<sup>h</sup>, recorded in Liber 259, folio 352 Allegheny County Land Records, the interest of Lewis W. Bloss having been conveyed unto Paul L. Bloss by deed dated September 1, 195<sup>h</sup>, which is intended to be recorded among the Land Records of Allegheny County, <sup>MARYLAND</sup> simultaneously with the recording of these

"And whereas this mortgage shall also secure as of the date hereof future advances made at present 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 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<sup>s</sup> 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 warrants generally to, and covenants 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 he 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 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 do and shall perform all the covenants herein or his 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 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 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 covenants 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 & 00/100 - - - - - (\$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 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:

*Paul L. Bloss* [SEAL]  
Paul L. Bloss

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20TH day of OCTOBER

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 L. Bloss, single,

the said mortgagors herein and he 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.



*George W. Legge*  
Notary Public

Compared and ~~Mailed~~ Delivered *5*  
 To *The H. Leggo Atty City*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 22<sup>nd</sup> 1954 at 1:20 P.M.

**This Mortgage.** Made this 22<sup>nd</sup> day of October,  
 in the year Nineteen Hundred and Fifty four, by and between  
Harlan G. Harmon and Ruth W. Harmon, his wife,  
 of Allegany County, in the State of Maryland,

part 1<sup>st</sup> of the first part, hereinafter called mortgagor s, and Home Building and Loan Association, 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:

**Whereas**, the said mortgagee has this day loaned to the said mortgagor s, the sum of  
ONE THOUSAND 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 FIFTEEN 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 those lots or parcels of ground known and designated as Lots Nos. 11, 12, 13, and <sup>Block 1</sup> 14<sup>th</sup> shown on the plat of "Homeland Addition" which plat is filed among the Land Records of Allegany County, Maryland, in Map Book 1, page 3, said lots being located in Election District No. 29, in Allegany County, State of Maryland.



And the said mortgagor, 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 \_\_\_\_\_ 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 mortgagor 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 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 corporation, other than the mortgagor, 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 mortgagor

Attest:

*Rosalie A. Crabtree* *Harlan D. Harmon* (SEAL)  
*Luella T. Harmon* (SEAL)

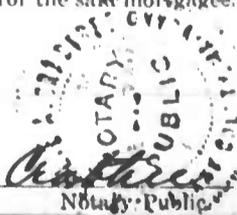
**State of Maryland,**  
**Allegany County, to-wit:**

**I hereby certify.** That on this 27th day of October,  
 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

Harlan D. Harmon and Luella T. Harmon, 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 Lehr 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.

*Rosalie A. Crabtree*  
 Notary Public



Compared and Mailed ~~By~~  
To Mtge 6367. Centre St  
744.15 1954

LIBER 308 PAGE 76

FILED AND RECORDED OCTOBER 22" 1954 at 1:25 P.M.

**This Mortgage,** Made this 22nd day of October,  
in the year Nineteen Hundred and Fiftyfour, by and between

Harlan G. Harmon and Ruth H. Harmon, his wife,

of Allegheny County, in the State of Maryland  
parties of the first part, and George Charles Schenckel and Vivian H.  
Schenckel, his wife,

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

Whereas, the said mortgagees <sup>has</sup> this day loaned to the said  
mortgagor, the sum of FIVE HUNDRED DOLLARS, which said sum the  
mortgagor agreed 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:

of the payments of TEN DOLLARS, on or before the first  
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 shall be paid by the mortgagees in the following manner:  
viz: (1) the payment of interest; and (2) to the payment of the  
principal sum.

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 Harlan G. Harmon and Ruth H.

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

George C. Schenckel, his wife, their  
heirs and assigns, the following property, to-wit:

All of the lot or lots hereinafter described, which said lots are  
located in Lots 11, 12, 13, and 14 <sup>Block 1</sup> of the "Homeland  
Addition" which said lots are the land owned by and conveyed to  
George C. Schenckel, in Map Book 1, page 3, said lots being located in  
Election District No. 33 in Allegheny County, State of Maryland.  
Special reference is hereby made to the aforesaid plat of "Homeland  
Addition" for a full and complete description of said lots. Said

Faint, mostly illegible text at the top of the page, possibly containing a date or reference number.

*This is a Personal money 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 Harold G. Harmon and wife, Vivian H. Harmon, heirs, executors, administrators or assigns, do and shall pay to the said George Charles Schoenadel and Vivian H. Schoenadel, his wife, their executors, administrators or assigns, the aforesaid sum of Twenty Dollars (\$20.00)

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 the part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Harold G. Harmon and wife, Vivian H. Harmon, 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 Harold G. Harmon and wife, Vivian H. Harmon, 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 George Charles Schoenadel and Vivian H. Schoenadel, his wife, their

heirs, executors, administrators and assigns, or Thomas Loehr Richards 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 Harlan T. Harmon 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 Harlan T. Harmon representatives, heirs or assigns.

And the said Harlan T. Harmon 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 Harlan T. Harmon assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to run to the benefit of the mortgagee, Harlan T. Harmon 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:

*Rosalie A. Crabtree*

*Harlan T. Harmon* [SEAL]  
*Ruth M. Harmon* [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 22nd day of October, in the year nineteen Hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harlan T. Harmon and Ruth M. Harmon, his wife, and Harlan T. Harmon and Ruth M. Harmon, his wife, acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harlan T. Harmon and Vivian H. Schoenadel, his wife, the within named mortgagors 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.

*Rosalie A. Crabtree*  
Notary Public.



FILED AND RECORDED OCTOBER 22<sup>nd</sup> 1954 at 2:45 P.M.  
PURCHASE MONEY

**This Mortgage,** Made this \_\_\_\_\_<sup>th</sup> day of July, \_\_\_\_\_  
in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

H.  
R. BLAINE GAINER and MADEIRA NE/GAINER,  
his wife,

of Allegany \_\_\_\_\_ County, in the State of Maryland, \_\_\_\_\_  
parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,  
MARYLAND, a national banking corporation, having its principal office  
in Mount Savage,

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

Whereas, the parties of the first part are firmly indebted to  
the party of the second part in the full and just sum of FIVE THOUSAND  
DOLLARS (\$5,000.00) together with interest thereon at the rate of six  
per cent (6%) per annum, payable one year after date to the order of  
the party of the second part, and which said sum of money together  
with the interest thereon as aforesaid the said parties of the first  
part covenant to pay as and when the same shall be payable.

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 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,

~~them and theirs~~, the following property, to-wit:

All the following described lot or parcel of land  
situate, lying and being in the Town of Mount Savage, Allegany County,  
Maryland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing at  
four feet in a northerly direction from a well on the adjoining  
property, said stake also stands South 29 degrees and 34 minutes West  
14 feet from the southwest corner of the dwelling situated on the  
property herein described and conveyed and also South 5 degrees and 22  
minutes East 43-3/10 feet from the northwest corner of said dwelling,  
and running thence parallel with the southerly plane of said dwelling  
(Magnetic Bearings as of 1948 and with Horizontal Measurements) North  
70 degrees and 42 minutes East 77-25/100 feet to an iron stake stand-  
ing on the southwest side of a 20 foot street, thence with the said  
southwest side of the 20 foot street, North 23 degrees and 28 minutes  
West 263 feet to a locust stake at the base of a fence post on the  
southerly boundary of the William Williams property conveyed by  
William L. Sherman, Trustee, by deed dated the \_\_\_\_\_ day of July,  
1936, and recorded in Liber No. 178, folio 234, one of the Land  
Records of Allegany County, Maryland, thence with the southerly  
boundary of the said Williams property and with the present line of  
fence, South 65 degrees and 36 minutes West 98-5/10 feet to the  
corner fence post of the Williams property and the adjoining Smith  
property, thence with the line of fence of the said adjoining Smith  
property, South 19 degrees and 15 minutes East about 253 feet until  
it intersects a line drawn South 70 degrees and 42 minutes West from  
the beginning, thence reversing the last named line, North 70 de-  
grees and 42 minutes East 37-85/100 feet to the beginning, containing  
6/10 of an acre, more or less.

IT BEING the same property conveyed to the parties  
of the first part by The Mt. Savage Refractories Company, a corpora-  
tion, by deed dated the 1<sup>st</sup> day of July, 1954, and recorded among the  
Land Records of Allegany County, Maryland, at the same time as the  
recording of these presents; said deed, though dated as above, was  
delivered at the same time as the delivery of this mortgage, both  
being part of one simultaneous transaction, the mortgage being given



Witness, the hand and seal of said mortgagors

Attest

*Betty Blank*  
*Betty Blank*

*R. Blaine Gainer* (SEAL)  
R. Blaine Gainer

(SEAL)

*Madeleine H. Gainer* (SEAL)  
Madeleine H. Gainer

(SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, that on the 7th day of July,

in the year nineteen hundred and fifty-four before me the undersigned  
a Notary Public of the State of Maryland, in and for said County, personally appeared

R. BLAINE GAINER and MADELEINE H. GAINER, his wife,  
and they acknowledged the foregoing instrument to be their  
act and deed; and at the same time before me also personally appeared RAYMOND L.  
BIRNBLIGHT, Cashier of The First National Bank of Mount Savage, 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 he further made oath in due  
form of law that he is the Cashier of said bank and is duly authorized to make  
this affidavit.



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

*Betty Blank*

Notary Public.

Conveyed and Mailed to  
Earl J. Twigg  
Nov 15 1954

FILED AND RECORDED OCTOBER 22<sup>nd</sup> 1954 at 3:20 P.M.

PURCHASE MONEY

**This Mortgage,** Made this 21<sup>st</sup> day of October

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

Earl J. Twigg,

of Allegany County, in the State of Maryland

parts of the first part, and Bertna V. Warnick

of Allegheny County, in the State of Maryland

part, of the second part, WITNESSETH:

**Whereas,** the said Party of the First Part is justly and bona fide indebted to the Party of the Second in the full and just sum of Two Thousand (\$2,000.00) Dollars, and which said sum shall be paid in equal monthly installments of Fifty (\$50.00) Dollars, the first of which said payments shall be due one month from the date hereof, and said principal sum and any balance thereof shall be repaid at the rate of ten per annum and which said interest shall be payable quarterly, the first of which said interest payments shall be due three months from the date hereof, and quarterly thereafter, with the first payment into the Party of the First Part, and the full amount of said principal and the interest at an equal rate of interest.

**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 Earl J. Twigg

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Bertna V. Warnick, her

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

all that lot or parcel of ground situate on the westerly side of Baltimore Avenue (formerly Baltimore Turnpike) in the City of Baltimore, Allegany County, Maryland, known and designated as Lot No. 59 in Henderson and Pearce's Addition to Cumberland and more particularly described as follows:

beginning for said lot of ground at a point on the west side of Baltimore Avenue at the end of the 4th line of Lot No. 59 in said addition; and running thence with Baltimore Avenue in a southerly direction about 22.5 feet to the end of the first line of that part of said whole lot conveyed by Godfrey Seiver, et ux, to Earl J. Twigg, by deed dated October 26, 1912, and recorded in Liber No. 127, folio 127, of the Land Records of Allegany County, Maryland; and running with the lines of the said Baum Lot, North 51 degrees 6 minutes East 22.7 feet to the northeast corner of the front porch

floor of the house on the said Baum lot; and running thence North 51 degrees 28 minutes West 5 feet to a fence post, and with said fence post, North 55 degrees 44 minutes West 50 feet to an alley; thence with said alley, North 37.75 degrees East about 52 feet to the east line of the whole lot conveyed to Godfrey Seiver, et ux, by Robert H. Henderson, et al, by deed dated the 19th day of February, 1900, and recorded in Liber No. 98, folio 436, one of the Land Records; and running thence with the 4th line of said mentioned lot, South 37.5 degrees East 33 feet to the place of beginning.

The ABOVE-SAID PROPERTY is the said property conveyed by deed of even date herewith, by and between Bertna V. Warnick and Earl J. Twigg, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage among the Mortgage Records of Allegany County, Maryland; as specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of Purchase Money 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 Earl J. Twigg, his

heirs, executors, administrators or assigns, do and shall pay to the said

Bertna V. Warnick, her

executors, administrators or assigns, the aforesaid sum of

Two Thousand (\$2,000.00) 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 \_\_\_\_\_ part to be performed, then this mortgage shall be void.

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

\_\_\_\_\_ 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 \_\_\_\_\_

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 \_\_\_\_\_

Bertine V. Warnick, her

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 Allegheny County, West Virginia, 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 \_\_\_\_\_

Earl J. Twigg, his 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, his representatives, heirs or assigns.

And the said Earl J. Twigg

\_\_\_\_\_ 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 her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand (\$2,000.00) - - - - - 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, her heirs or assigns, to the extent

of her ~~XXXXXX~~ 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:

Eleanor Linn

Earl J. Twigg [SEAL]  
Earl J. Twigg

[SEAL]

[SEAL]

[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 21<sup>st</sup> day of October  
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  
John J. Twigg  
and \_\_\_\_\_ acknowledged the foregoing mortgage to be his  
act and deed; and at the same time before me also personally appeared  
Martha V. Willetts  
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.

*Eleanor Rice*

Notary Public.

Compared and Mailed-Delivered &  
To *Mtipe City*  
*Nov. 15 19 54*

FILED AND RECORDED OCTOBER 22<sup>nd</sup> 1954 at 3:45 P.M.

THIS MORTGAGE, Made this 18<sup>th</sup> day of October, 1954,  
by and between DAVID R. WILLETTS and GLADYS D. WILLETTS, 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 Eleven Thousand Seven Hundred (\$11,700.00) Dollars  
with interest from date at the rate of four and one-half ( $4\frac{1}{2}$ %) per  
cent per annum, which said sum is part of the purchase price of the  
property hereinafter described and this mortgage is hereby declared

to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty Six Dollars and Seventy Cents (\$66.70) on account of interest and principal, beginning on the 25 day of December, 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 the cost 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 that lot or parcel of ground lying and being on the South side of Mount Pleasant Street, Extended, in Frostburg, Allegany County, Maryland, and known as Lot No. 32 of Eckhart Flat Addition No. 3 to the Town of Frostburg, as shown on a Plat of said Addition duly recorded in Liber No. 107, folio 746, of the Land Records of Allegany County, and more particularly described as follows:

LOT NO. 32: BEGINNING for the same at the end of the third line of Lot No. 31 of said Addition, and running thence North twenty-six degrees forty-two minutes East one hundred and sixty-five feet; thence South sixty-three degrees no minutes East fifty feet to a twelve foot alley; thence South twenty-six degrees forty-two minutes West one hundred and sixty-five feet to a twenty foot alley; and with said alley North sixty-three degrees no minutes West fifty feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by Edward F. Miller and Leola M. Miller, his wife, to the said David R. Willetts and Gladys D. Willetts, his wife,

and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 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 Eleven Thousand Seven Hundred (\$11,700.00) 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 and 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 Eleven Thousand Seven Hundred (\$11,700.00) 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:

David R. Willetts (SEAL)  
David R. Willetts

Ray B. [unclear]

Gladys D. Willetts (SEAL)  
Gladys D. Willetts

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18th day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAVID R. WILLETTS and GLADYS D. WILLETTS, 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.



*Hazel N. Odes*  
Notary Public

My Commission expires May 2, 1955

Compared and Mailed Delivered  
To *Mtge Mt Savage Md*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 22<sup>nd</sup> 1954 at 12:45 P.M.

**This Mortgage.** Made this 18th day of October,  
in the year Nineteen Hundred and Fifty-four, by and between



THE MOUNT SAVAGE FIRE COMPANY OF ALLEGANY COUNTY,  
of Allegany County, in the State of Maryland,  
party of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,  
MARYLAND, a national banking corporation, having its principal office  
in Mount Savage,



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



**Whereas,** the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of **THIRTY FIVE HUNDRED DOLLARS (\$3,500.00)** with interest from date at the rate of **five per cent (5%)** per annum, payable one year after date to the order of the party of the second part, and which said sum

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

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

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

... North 36 degrees 30 minutes ...

... the first line ...

... that part of the ...

... the same property conveyed to The Mount Savage Fire ...

Subject, to conveyance of the Mount Savage Fire Company of Allegheny County, a corporation, to the State of Maryland for the use of ...

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 party of the first part, its successors and assigns, do and shall pay to the said party of the second part, its successors and assigns,

the aforesaid sum of Thirty Five Hundred Dollars (\$3,500.00)

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 Party 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 Party 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 Party of the second

part, accepting and assenting,

~~heirs, executors, administrators, or assigns, or~~ Matthew J. Mullerney, its  
~~heir, 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 Party of the first  
part, its successors and assigns. ~~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 successors, representatives, heirs or assigns.

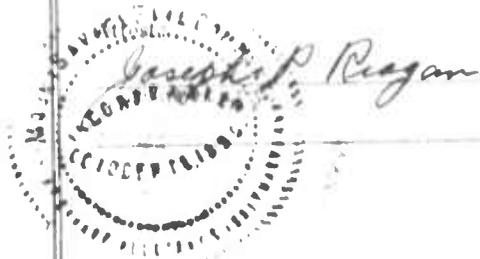
And the said Party of the first part

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 and  
assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty Five Hundred Dollars (\$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 mortgagee, its successors ~~heirs~~ or assigns, to the extent of the ~~same~~ 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



THE SOUTH CAROLINA FIRE COMPANY OF  
COLUMBIA COUNTY, INCORPORATED IN

BY Joseph A. Cozart [SEAL]  
President

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

State of Maryland,  
Alleghany County, to-wit:

I hereby certify, That on this 18th day of October,  
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 A. Crowe President of The Fidelity Savings Bank of Frostburg, Md.  
and acknowledged the foregoing mortgage to be  
act and deed; and at the same time before me also personally appeared  
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.

*Betty L. ...*  
Notary Public.

Compared and Mailed  
To Mtgee Frostburg Md  
Nov. 15 1954

FILED AND RECORDED OCTOBER 23" 1954 at 10:00 A.M.  
PURCHASE MONEY

**This Mortgage,** Made this 22nd. day of October, in the year  
Nineteen Hundred and Fifty-Four by and between

GEORGE R. DONIUS and INA LEE DONIUS, his wife,

of Alleghany 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, Alleghany County, Maryland, the mortgagee herein, in the full sum of  
TWO THOUSAND THREE HUNDRED AND NO/100- - - - -Dollars  
(\$2,300.00 ) 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

Seventy ----- 00 / 00 Dollars,

(\$70.00 ) commencing on the 22nd. day of November , 1954  
and on the 22nd. 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 22nd. day of October , 1957 . 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

George R. Donius and Ina Lee Donius, his wife,

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 the surface of that tract or parcel of land lying and being in Allegany  
County, Maryland, situate in Election District No. , Northwest of the Village of  
Allegany and on the West side of the County Road and more particularly described  
as follows (true meridian courses and horizontal distances used throughout):

BEGINNING for the same at a planted stone known as No. 199 on the boundary  
of the property of the Maryland Coal and Realty Company (formerly the Consolidation  
Coal Company) and the Borden Mining Company and running thence South eighteen degrees  
seven minutes East two hundred sixty-one and twenty-eight hundredths feet to a stake  
thence South seventy-one degrees fifty-three minutes West one-hundred thirty-five  
and sixty-eight hundredths feet to the center line of the tramroad of the Big  
Savage Refractories Corporation; and with the center of the tramroad, North three  
degrees fifty-eight minutes West two hundred sixty-eight and thirteen hundredths  
feet; thence leaving said tramroad, North seventy-one degrees fifty-three minutes

East seventy and twenty-two hundredths feet to the place of beginning; containing  
in all .62 acres, more or less.

BEING the same property which was conveyed to the said George R. Donius  
and Ina Lee Donius, his wife, by deed from the Borden Mining Company, dated  
October 1, 1954, which is intended to be recorded simultaneously with this  
mortgage which is executed to secure part of the purchase price for above  
described property and is in whole a PURCHASE MONEY MORTGAGE. Although said deed  
is dated as above noted, it was, nevertheless, not delivered until the execution  
of this mortgage and both instruments are a part of one simultaneous transaction.

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 mort-  
gagor 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

TWO THOUSAND THREE HUNDRED AND NO/100- - - - - (\$2,300.00 ) 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 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:

Ralph M. Race  
Ralph M. Race,  
Ralph M. Race  
Ralph M. Race

George R. Donius (SEAL)  
GEORGE R. DONIUS  
Ina Lee Donius (SEAL)  
INA LEE DONIUS  
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 22nd. day of October, 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

GEORGE R. DONIUS and INA LEE DONIUS, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared <sup>G. Alvin Kreiling</sup> ~~William H. Hockaday~~, 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 <sup>G. Alvin Kreiling</sup> ~~William H. Hockaday~~ 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. Pace*  
Ralph M. Pace Notary Public

Compared and Mailed ~~Delivered~~  
To *Mtgel 106 S. Liberty St*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 23<sup>rd</sup> 1954 at 8:30 A.M.  
PURCHASE MONEY

This Mortgage, Made this 22 day of October in the year Nineteen Hundred and fifty-four by and between

WILLARD J. MOORE, Widower,

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

IRVING MILLENSON

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 Fifteen Hundred Dollars (\$1500.00) this day loaned the party 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 6 per cent per annum in monthly installments of \$35.23 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 party 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 amended and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1935, or any future amendments thereof.

Now Therefore, in consideration of the purchase, 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 party \_\_\_\_\_ of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party \_\_\_\_\_ of the second part, his \_\_\_\_\_ heirs and assigns, the following property, to-wit:

ALL those lots, or parcels of ground in Cumberland, Allegany County, Maryland, known as parts of Lots 19 and 20 of Block N in Bellevue Addition to Cumberland, which said property is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of a 20-foot alley at the end of the second line in a deed from William R. Carscaden, Trustee, to Harvey W. May et ux dated April 28, 1951, and recorded in Deeds Liber 233, folio 531 among the Land Records of Allegany County, Maryland, and running thence with the third line of the aforementioned deed and with said side of said alley South 32 degrees 30 minutes West 50 feet to the end of the second line of lot No. 18 of Block N of said Bellevue Addition thence reversing part of said second line North 57 degrees 30 minutes West 50 feet; thence with the line running parallel to the aforementioned alley and also with Princeton Street, North 32 degrees 30 minutes East 50 feet to a point located at the end of 50 feet on the second line of the aforementioned Carscaden - May deed; thence with the remainder of said second line in the last mentioned deed, South 57 degrees 30 minutes East 50 feet to the place of beginning.

IT being the same property which was conveyed by Harvey W. May et ux to Willard J. Moore by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price 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 party \_\_\_\_\_ of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party \_\_\_\_\_ of the second part, his \_\_\_\_\_ executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

- - - FIFTEEN HUNDRED and 00/100 DOLLARS (\$1500.00) - - - 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 his \_\_\_\_\_ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party \_\_\_\_\_ 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 party \_\_\_\_\_ 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 , 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 party \_\_\_\_\_ of the first part , his \_\_\_\_\_ 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 , his \_\_\_\_\_ representatives, heirs or assigns.

**And** the said part y \_\_\_\_\_ of the first part further covenant s 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 **Fifteen Hundred 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 hand and seal of said mortgagor .

Witness:

*Willard J. Moore* [Seal]  
WILLARD J. MOORE

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

**I hereby certify**, That on this 22<sup>nd</sup> day of October 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

Willard J. Moore

and he acknowledged the foregoing mortgage to be his 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.

*Patsy Ann Davis*  
Notary Public

Compared and Mailed Delivered  
To Mtgee Frostburg Md  
Nov 15 54

FILED AND RECORDED OCTOBER 23 1954 at 8:30 A.M.

PURCHASE MONEY

**This Mortgage**, Made this 21<sup>st</sup> day of October

in the year Nineteen Hundred and fifty-four by and between

HOWARD O. DAVIS and BLANCHE O. DAVIS, 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

~~xx~~ 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

THREE THOUSAND - - - - - 00/100 DOLLARS (\$3,000.00) - -

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable 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 give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~xxxx~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, which said property is more particularly described as follows:

BEGINNING for the same at a stake standing on the west side of Mill Street said stake being North 17 degrees 29 minutes West 65.00 feet from the intersection of Mill and Hill Streets and running thence South 71 degrees 37 minutes West 36.10 feet to a stake, thence South 62 degrees 30 minutes West 46.70 feet to a stake, thence North 49 degrees 00 minutes West 28.20 feet to a stake, thence North 43 degrees 30 minutes East 56.00 feet to a stake, thence North 67 degrees 16 minutes East 48.00 feet to the West side of said Mill Street, thence with the West side of said Mill Street South 17 degrees 29 minutes East 47.00 feet to the beginning.

IT being the same property which was conveyed to Howard O. Davis et ux by George Andrew Rendar et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein 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 ~~xxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

- - - -THREE THOUSAND - - - - -00/100 DOLLARS (\$3,000.00) - -  
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 ~~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 s, 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 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 case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and assigns~~ 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 hands and seals of said mortgagor s.

Witness:

*David J. Weirick*  
DAVID J. WEIRICK

*Howard O. Davis* [Seal]  
HOWARD O. DAVIS

*Blanche O. Davis*  
BLANCHE O. DAVIS

*Blanche O. Davis* [Seal]  
BLANCHE O. DAVIS

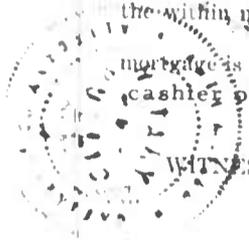
**State of Maryland,  
Allegany County, to-wit:**

**I hereby certify**, That on this 21<sup>st</sup> day of October,  
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

Howard O. Davis and Blanche O. Davis, 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.

*F. Earl Kreitzburg*  
Notary Public

Compared and ~~Noted~~ Delivered &  
To *Geo. H. Legge Atty City*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 25 1954 at 11:55 A.M.

purchase money

**This Mortgage,** Made this 22nd day of OCTOBER in the  
year Nineteen Hundred and fifty-four by and between

Earl D. Diehl and Virginia L. Diehl, 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  
Seven Thousand Twenty & 00/100 - - - (\$7020.00) - - - - - 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-four & 41/100 - - (\$44.41) - - - - - 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 mortgagors 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 southerly

side of Braddock Street, known and designated as Lot No. 10, on the revised plat of part of LaVale Gardens, dated September 2, 1917, and surveyed by Carl A. Low, C.E., which said plat is recorded in Plat Book No. 1, folio 16, one of the Land Records of Allegheny County, Maryland, said addition being located approximately 3-1/2 miles westwardly of the City of Cumberland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a stake on the southerly side of Braddock Street, said stake being located South 42 degrees 20 minutes West 100 feet from the intersection of the southerly side of Braddock Street and the westerly side of Kathryn Street, and running then with said Braddock Street, South 42 degrees 20 minutes West 48.68 feet to a stake, then South 47 degrees 40 minutes East 117.5 feet to a stake, then North 42 degrees 20 minutes East 48.68 feet to a stake, and then North 47 degrees 40 minutes West 117.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Henry Beissinger and Ursula C. Beissinger, his wife, of even date, which is intended to be recorded among the Land Records of Allegheny 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 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 Seven Thousand Twenty & 00/100 - - (\$7020.00) - - - - 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 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

Earl D. Diehl [SEAL]  
Earl D. Diehl

Virginia L. Diehl [SEAL]  
Virginia L. Diehl

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]







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 those two several lots or parcels of land on the west side of Carroll Street in the City of Cumberland, Allegany County, Maryland, between Juniper and Cumberland Streets, known as lots nos. 305 and 307 in a map, etc., in the partition proceedings in the estate of David Ryan, deceased, being No. 1874 Equity on the docket of the Circuit Court for Allegany County, Maryland, to which proceedings a reference is hereby made for a further and more particular description of the lots hereby conveyed, said lots being described as follows, to-wit:

Beginning at a point on the west side of Carroll Street, situated in a westerly direction 125 feet from the intersection of the west side of Carroll Street with the northerly side of Cumberland Street, and running then with Carroll Street northerly 50 feet to lot no. 305, then with the line of lot no. 305 southerly, perpendicular to Carroll Street 100 feet to Juniper Alley, then with Juniper Alley southerly 50 feet, then by a line perpendicular to Carroll Street 100 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James A. Stevens and Martha A. Stevens, his wife, dated the 1st day of September, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, folio 140.

"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 Twenty-two Hundred & 00/100 - - - - - (\$2200.00) - - - 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 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:

\_\_\_\_\_ Harry E. Young [SEAL]  
 Harry E. Young  
 \_\_\_\_\_ Regina P. Young [SEAL]  
 Regina P. Young  
 \_\_\_\_\_ William H. Harman [SEAL]  
 \_\_\_\_\_ [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 22nd day of OCTOBER

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

Harry E. Young and Regina M. Young, 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.

*Computed and Mailed  
to Mortgagee  
Treasurer*

FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 12:40 P.M.

**This Mortgage.** Made this 23rd. day of October

in the year Nineteen Hundred and fifty four, by and between

John E. Fazenbaker and Naomi P. Fazenbaker, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Hudson Chaney, Jr.,



of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said  
party of the second part in the sum of FIVE THOUSAND ~~plus interest~~ ( \$ 5000.00 )  
dollars for money loaned as evidenced by the joint and several promissory

negotiable note of even date herewith signed and executed by the said parties of the first part and payable on demand to the order of the said Hudson Chaney, Jr., for FIVE THOUSAND----- Dollars at the First National Bank of Piedmont, West Virginia, bearing interest from the date thereof at the rate of six per cent (6%) per annum and the said parties of the first part desiring and intending to better secure the payment of said indebtedness and said note together with the interest thereon, having agreed to the execution of this mortgage and its recordation as a first lien on the property hereby conveyed for said purposes:

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 John E. Fazenbaker

and Naomi P. Fazenbaker, his wife,

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

Hudson Chaney, Jr.,

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

All that lot of ground in Hammond's Addition to the Town of Westernport, Allegany County, Maryland, known and numbered on the plat thereof as Lot No. 331 and also that part of Lot No. 329, lying next to and adjoining said Lot No. 331 with a frontage of 20 feet on the East Side of Poplar Street and extending back the same width throughout, parallel with and adjoining said Lot No. 331, making altogether ( said part of Lot No. 329 plus said Lot No. 331 ) one entire parcel of ground fronting 70 feet on the East Side of said Poplar Street and extending back the same width throughout to the rear of Lots Numbers 328 and 330 as shown on said plat, and being the same real estate which was conveyed to the said parties of the first part by that certain deed dated June 27th., 1953 from Victoria R. Basye, which is of record in Liber No. 251 Folio 182 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 John E. Fazenbaker and Naomi P. Fazenbaker, his,

her and their heirs, executors, administrators or assigns, do and shall pay to the said

Hudson Chaney, Jr., his

executor, administrator or assigns, the aforesaid sum of FIVE Thousand -----

Dollars ( \$ 5000.00 )

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 \_\_\_\_\_

John E. Fazenbaker and Naomi P. Fazenbaker

\_\_\_\_\_ 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 John E. Fazenbaker and Naomi P.

Fazenbaker

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 \_\_\_\_\_

Hudson Chaney, Jr., his

heirs, executors, administrators and assigns, or Arthur Arnold 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 John E. Fazenbaker and Naomi P. Fazenbaker, 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 John E. Fazenbaker and Naomi P. Fazenbaker

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

~~Two Thousand, Five Hundred~~ FIVE THOUSAND----- 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, his heirs or assigns, to the extent of his, 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  
Raymond C. Hudson  
Raymond C. Hudson  
Alfred Chaney, Jr.

John E. Fazenbaker [Seal]  
Naomi P. Fazenbaker [Seal]  
[Seal]

West Virginia,  
State of ~~Maryland~~,  
Mineral  
~~Morgan~~ County, to-wit:

I hereby certify. That on this 23rd, day of October

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

John E. Fazenbaker and Naomi P. Fazenbaker, his wife,

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

Hudson Chaney, Jr.,

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 12/31/56 Raymond C. Hudson  
Notary Public



FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 12:45 P.M.

**This Mortgage,** Made this 23<sup>rd</sup> day of October

in the year Nineteen Hundred and fifty four, by and between

William F. Jewell and Hazel C. Jewell his wife

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland,

a corporation duly incorporated under the laws of the United States

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 sum of One Thousand (\$1000.00) Dollars, this day loaned unto the parties of the first part by the party of the second part, which principal sum is to be repaid with interest at five percent per annum in monthly payments of not less than twenty dollars; the first of said payments to be due and payable one month from the date hereof, applicable first to interest and the balance to principal, and to continue likewise until the amount of principal and interest is paid in full.

**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 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 No. 22 of Block No. 25 on the plat of "Homewood Addition" to the City of Cumberland, Allegany County, Maryland, and which is particularly described as follows:

Beginning are the same at an iron pipe stake standing on the Southeast side of Kansas Avenue, said stake stands at the end of the first line of lot No. 21 of said Block No. 25 and running thence with the Southeast side of Kansas Avenue, North 26 degrees and thirty minutes East 87.89 feet to an iron pipe stake standing on the Southwest side of Indiana Avenue Extended, South 26 degrees and thirty minutes East 137.73 feet and still with Indiana Avenue, South 26 degrees

and 30 minutes West 5 feet to an ironspike nail driven in the root of a Locust tree (the tree now gone), said spike is also the end of the second line of lot No 2I of said Block No. 25, thence reversing said second line, North 63 degrees and 30 minutes West 110 feet to the Beginning.

Being the same property which was conveyed to the parties of the First part by Charles E. Jewell and wife by deed dated February 2<sup>th</sup>, 1950, and which is recorded among the Land Records of Allegany County in Liber 228 folio 141.

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 successor ~~Executor Administrator~~ or assigns, the aforesaid sum of

One Thousand 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

party of the second part its successor

~~Executor Administrator~~ and assigns, or William H. Somerville 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 mortgagor and 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

one thousand dollars 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 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

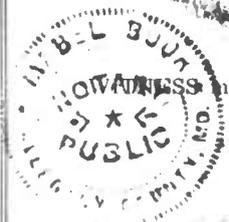
Attest:

Mabel Boor  
Ad to both

William F. Jewell [SEAL]  
William F. Jewell  
Hazel C. Jewell [SEAL]  
Hazel C. Jewell [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 23rd day of October 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 F. Jewell and Hazel C. Jewell, his wife and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner Vice President of the Second 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.



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

Mabel Boor  
Notary Public.

FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 11:55 A.M.

<sup>purchase money</sup>  
**This Mortgage**, Made this 20<sup>th</sup> day of OCTOBER in the  
year Nineteen Hundred and fifty-four by and between  
Jack V. Williams and Emily G. Williams, 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 Four Thousand & 00/100 - - - - - (\$4,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$  per cent. per annum, in the manner following:

By the payment of Thirty-two & 69/100 - - - - - (\$32.69) - - - - - 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 being the northerly one-half of Lot No. 46 on the plat of the Cumberland Improvement and Investment Company's Southern Addition situated on Arch Street in the City of Cumberland, in Allegany County and State of Maryland, a plat of which said addition is recorded in Liber No. 1, folio 35 one of the Plat Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning at a point on the westerly side of Arch Street on the first line of said Lot No. 46 in said addition, North 18 degrees 34 minutes East 19-3/4 feet from the end of the first line of Lot No. 45 of said addition and running then with Arch Street North 18 degrees 34 minutes East 19-3/4 feet to the end of the fourth line of Lot No. 47 of said addition, then with said fourth line reversed and parallel with Second Street, North 71 degrees 26 minutes West 100 feet to Flora Alley, then with the east side of said alley, South 18 degrees 34 minutes West 19-3/4 feet, then by a straight line parallel with Second Street South 71 degrees 26 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Frank J. Beachley and Anna S. Beachley, his wife, 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 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 Four Thousand & 00/100 - - - - (\$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 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 the same shall become due and payable 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: Raymond C. Buckley Jack W. Williams [SEAL]  
Emily G. Williams [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 20th day of OCTOBER 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 Jack W. Williams and Emily G. Williams, 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 L. Hanna  
Notary Public.

Completed and Mailed  
The Administrator of Veterans' Affairs - Regional Office  
Baltimore - 2nd Floor  
Bldg 2, Nov 15, 54

LIBER 308 PAGE 114

FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 9:15 A.M.

VA Form 4-6819 (Home Loan)  
Aug. 1953. Use Optional. Sec-  
tion's Readjustment Act (52  
U. S. C. A. 804 (a)). Acceptable  
to Federal National Mortgage  
Association.

MARYLAND

## MORTGAGE

**PURCHASE MONEY**  
This Mortgage, made this 22<sup>nd</sup> day of October, A. D. 1954, by and between **GEORGE W. MAHANEY and MARIAN E. MAHANEY, his wife**

of **Cumberland, Allegany County**, in the State of Maryland, hereinafter called the Mortgagor, and **H. V. HIGLEY as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C.** and his successors in high office, as such hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~as promisor of the Mortgage~~,\* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of **SIX THOUSAND, THIRTY DOLLARS** ----- Dollars (\$ 6,030.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of **five** per centum ( 5 %) per annum until paid, principal and interest being payable at the office of **Veterans Administration Regional Office**, in **Baltimore** Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of **Thirty-nine and 80/100** ----- Dollars (\$ 39.80 ), commencing on the ~~22<sup>nd</sup>~~ **22<sup>nd</sup>** day of **November**, 1954, and continuing on the ~~22<sup>nd</sup>~~ **22<sup>nd</sup>** 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 ~~22<sup>nd</sup>~~ **22<sup>nd</sup>** day of **October**, 1974. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. ~~Any prepayment made on other than an installment due date will not be credited until the next following installment due date.~~  
AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in **Allegany County**, in the State of Maryland, to wit:

ALL those two lots or parcels of ground known and distinguished as Lots Nos. 62 and 63 of the Second Addition to Bowling Green, as shown on the plats thereof duly filed for record among the Land Records of Allegany County, and said lots being described as a whole as follows, to wit:

BEGINNING for the same at a point on the westerly side of Bowling Avenue, said point being at the end of the first line of Lot No. 61, and running thence with the westerly side of said Bowling Avenue, South twenty degrees thirty-nine minutes East eighty feet to the easterly end of the division line between Lots Nos. 63 and 71, thence at right angles and with said division line, South sixty-nine degrees twenty-one minutes West one hundred and twenty feet to the easterly side of a twenty foot alley, thence with said side of said alley, North twenty degrees thirty-nine minutes West eighty feet to the westerly end of the division line between Lots Nos. 62 and 61, thence with said division line, North sixty-nine degrees twenty-one minutes East one hundred and twenty feet to the point of beginning.

BEING the same lot of ground described in a deed dated October 13, 1954, from the Mortgagee to the Mortgagor and recorded or intended to be recorded prior hereto among the Land Records of Allegany County.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~his~~ successors and assigns, in fee simple forever.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the ~~first~~ day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (II) interest on the indebtedness secured hereby; and
  - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding ~~two~~ per centum ~~2%~~ of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Wilbur F. Coyle, Jr. or Grafton Lee Brown, its duly authorized attorneys after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

~~THE COVENANTS HEREIN CONTAINED SHALL BIND, AND THE BENEFITS AND ADVANTAGES SHALL INURE TO, THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. WHENEVER USED, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR, AND THE USE OF ANY GENDER SHALL BE APPLICABLE TO ALL GENDERS, AND THE TERM "MORTGAGEE" SHALL INCLUDE ANY PAYEE OF THE INDEBTEDNESS HEREBY SECURED OR ANY TRANSFEREE THEREOF WHETHER BY OPERATION OF LAW OR OTHERWISE.~~

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

*Leslie Clark*

*George W. Mahaney* [SEAL]  
GEORGE W. MAHANEY

*Marian E. Mahaney* [SEAL]  
MARIAN E. MAHANEY

STATE OF MARYLAND, COUNTY OF ALLEGANY

to wit:

I HEREBY CERTIFY, That on this 22nd day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared GEORGE W. MAHANEY and MARIAN E. MAHANEY the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

~~IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.~~

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

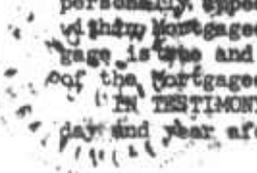


*Leslie Clark*  
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared FRANK C. MOHENRY, Asst. Loan Guaranty Officer, the agent of the Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



*Robert G. Koch*  
ROBERT G. KOCH Notary Public  
My commission expires: May 2, 1955

FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 9:15 A.M.

**This Mortgage**, made this *23rd* day of *October*, in the year Nineteen Hundred and *Forty-Four*, by and between

*William M. Shobe and Jeannette Shobe, his 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, part *1000* of the first part and *W. Wallace McKelvey,*

hereinafter called Mortgagee *s*, which expression shall include *his* heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part *1000* of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and lawfully indebted to the said Mortgagees in the full sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon at the rate of Four and One-Half (4-1/2) per centum per annum which is payable three years after the date hereof. The said Mortgagors hereby covenant and agree to make payments of not less than Seveny-Five (\$75.00) 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 deduction of the interest shall be credited to the principal indebtedness.

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, 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 in Cumberland, in Allegany County and State of Maryland and more particularly described as follows, to-wit:

BEGINNING for the same at a hub set one hundred twenty-eight and seventy-five one hundredths (128.75) feet on a bearing South 70 degrees 10 minutes East from an iron pin at the Southwest corner of Michael P. Moran's lot at No. 627 Oldtown Road in the City of Cumberland, Maryland, thence, South 70 degrees 10 minutes East 73.4 feet to a hub set at the corner of Elwood Street and Homestead Avenue; thence North 19 degrees 17 minutes East 84 feet to a hub set in the West side of Homestead Avenue, thence North 70 degrees 10 minutes West 72 feet to a hub, thence South 70 degrees 18 minutes West 84 feet to the beginning.

It being the same property which was conveyed by Marie B. Sechrist and Foster L. Sechrist, her husband, by deed dated the *23rd* day of October, 1954, and to be duly filed for record among the Land Records of Allegany County, Maryland

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

Six Thousand (\$6,000.00) 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, his* - - - - - 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 s . 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

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 his 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 s of said Mortgagor s

Attorn

George R. Hughes

Raleigh M. Shobe (SEAL)

Jeannette Shobe (SEAL)

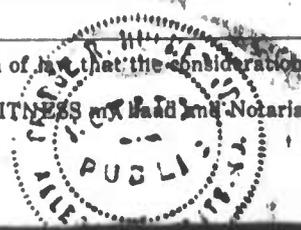
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 23rd day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Raleigh M. Shobe and Jeannette Shobe, 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 W. Wallace McKaig

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 last above written.



George R. Hughes  
Notary Public

Compared and Mailed Belivered &  
To 85 E Main St Frostburg Md  
Nov. 15 19 54

FILED AND RECORDED OCTOBER 25 1954 at 9:15 A.M.

**This Mortgage**, made this 23rd day of October, in the year Nineteen Hundred and fifty-four, by and between

John F. Armstrong and Ruth Armstrong, his 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 Pasquale Parise, unmarried, Mary M. Parise, unmarried, and Emma S. Parise, unmarried, as Joint Tenants,

hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted to the said Mortgagees in the full sum of Twelve Thousand (\$12,000.00) Dollars, together with the interest thereon at the rate of Five per centum (5%) per annum. The said Mortgagors hereby covenant and agree to make payments of not less than Seventy-Five Dollars (\$75.00) each month on account of the principal and interest as hereinafter 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.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY THEREOF HEREBY DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that lot or parcel of land situated at the intersection of the easterly side of Barnard Street and the southerly side of Mt. Pleasant Street on Belhart's Plan in Frostburg, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the southerly side of Barnard Street and the southerly side of Mt. Pleasant Street in said City and running thence with the southerly side of Mt. Pleasant Street South 52 degrees 10 minutes East 50 feet to a stake, thence leaving the line of Mt. Pleasant Street and running South 60 degrees 40 minutes East 55 feet, thence North 62 degrees 10 minutes West 50 feet to the easterly side of Barnard Street, thence with said side of said Street, North 50 degrees 40 minutes East 55 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Pasquale Parise, et al. by deed dated the 23rd day of October, 1954, and to be duly filed for record among the Land Records of Allegany County.

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 Mortgagors shall pay to the said Mortgagees the aforesaid

-----Twelve Thousand (\$12,000.00) 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 Mortgagors 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 Mortgagors 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 Mortgagees 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 Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

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 Mortgagees, the improvements on the hereby mortgaged land to an amount of at least

-----Ten Thousand (\$10,000.00)-----

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 Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

George R. Duquesne

John F. Armstrong (SEAL)  
John F. Armstrong (SEAL)

Ruth Armstrong (SEAL)

Ruth Armstrong (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 23rd day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John F. Armstrong and Ruth Armstrong, 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 Pasquale Parise, unmarried, Mary M. Parise, unmarried and Emma S. Parise, unmarried,

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. Duquesne, Jr.  
Notary Public

Compared and Mailed Delivered  
To Mrs. Keyser H. Va.  
Nov. 15 1954

FILED AND RECORDED OCTOBER 25<sup>th</sup> 1954 at 8:30 A.M.

**This Mortgage,** Made this 22nd day of October

in the year Nineteen Hundred and Fifty Four, by and between Lewis Blackburn, Harold Williamson and James Edwards, Trustees of Queens Point Memorial Post No. 6775, Veterans of Foreign Wars, an unincorporated association of McCoolle, Allegany County, Maryland, hereinafter called mortgagor, which expression shall include its successors and assigns where the context so admits of requires, of Allegany County, in the State of Maryland

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

of Mineral County, in the State of West Virginia



part Y of the second part, WITNESSETH:

Whereas, by resolution made and entered on the 26th day of September, 1954 the said trustees of Queens Point Memorial Post No. 6775, Veterans of Foreign Wars, an unincorporated association of McCoole, Maryland, were duly authorized by the membership of said Post to borrow from the National Bank of Keyser, W. Va. the sum of \$1200.00 to execute the corporations obligation therefor and to secure said obligation to execute a first mortgage lien on the following hereinafter described real estate. And WHEREAS, pursuant to said resolution the said trustees now stand indebted unto the said Mortgagee in the full and just sum of \$1200.00, as evidenced by its promissory note of even date payable on demand after date, with interest from date at 6% per annum. On the face of which note is the following:

"A minimum of \$50.00 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 Mortgagors

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

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

All that certain tract, lot or parcel of land situate in the village of McCoole, Allegany county, Maryland, and bounded and described as follows, BEGINNING at an iron stake in the south boundary line of Queen Street, 15 feet from the center line thereof and 404 feet from the beginning corner of the tract of which this is a part, and in the first line thereof, and running thence reversing a portion of said line by old call S. 53 deg. 00' E. 28 feet to another iron stake in said line; thence, making division lines S. 37 deg. 00' W. 92.7 feet to a point in the third original line and a line of the Right of Way of the Western Maryland Railway Company; thence, with said right of way N. 43 deg. 30' W. 27.84 feet to another stake, corner to a tract of 0.1 of one acre, more or less, sold to Queens Point Memorial Post No. 6775, Veterans of Foreign Wars by Ferd W. Matlick; thence with the last line thereof, N. 36 deg. 40' E. 88.3 feet to the place of the BEGINNING, containing 0.06 of one acre.

Being the same real estate by Ada Lee Matlick, single, to Queens Point Memorial Post No. 6775, Veterans of Foreign Wars, by deed dated November 6, 1946 and recorded in Liber 212 folios 293, etc., one of the land records of Allegany County, Maryland, and is SUBJECT to the covenants and conditions therein set forth as to shrubbery and fence.

ALSO all that certain tract, lot or parcel of land situated in the village of McCoole, Allegany County, Maryland, and bounded and described as follows, to-wit:

BEGINNING at an iron stake in the south boundary line of Queen Street 15 feet from the center line thereof, and at 404 feet in the first line of the tract of which this is a part, and running thence with the remainder of said line and the boundary line of said street by original call N. 53 deg. 00' West 50 feet to another iron stake, second original corner; thence, with the second original line (by continuous vernier reading) S. 36 deg. 40' West passing along the westerly side of a building and 5 inches therefrom, 80 feet to the third original corner and in a line of the Western Maryland Railway right of way; thence, with said right of way and a portion of the third original line S. 43 deg. 35' East 50.68 feet to a point in said line; thence, making division line N. 36 deg. 40' East 88.3 feet to the place of the BEGINNING, containing 0.10 of one acre by calculation.

Being the same real estate conveyed by Ferd W. Matlick and Mildred Matlick, his wife, to Queens Point Memorial Post No. 6775 Veterans of Foreign Wars, an unincorporated association of McCoole, Allegany County, Maryland, and recorded in Liber 212 folio 294, etc., one of the Land Records in 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 Mortgagors

~~do~~ successors or ~~do~~ assigns, do and shall pay to the said

The National Bank of Keyser, West Virginia, a corporation, its successors

or assigns, the aforesaid sum of Twelve Hundred (\$1200.00)

Dollars, in manner and form as hereinbefore provided, and the monthly payments of \$50.00 as herein set forth.

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, or 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 \_\_\_\_\_

Mortgagors, their successors or assigns,

\_\_\_\_\_ 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, their successors or assigns, 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 National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors,

~~holders~~ and assigns, or James H. Swadley, Jr.,

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 \_\_\_\_\_

Mortgagors, or their successors, \_\_\_\_\_, 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 successors representatives, 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 or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve Hundred - - - - - 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 ~~trustee~~ or assigns, to the extent

of its ~~trustee~~ 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:

James J. Piper  
James J. Piper  
James J. Piper

Lewis Blackburn [SEAL]  
Lewis Blackburn

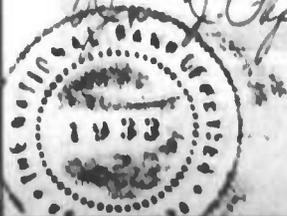
Harold Williamson [SEAL]  
Harold Williamson

James H. Edwards [SEAL]  
James H. Edwards

Trustees of Queens Point Memorial Post No. 8775, Veterans of Foreign Wars, an unincorporated association of McCabe, Allegany county, Maryland

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corpo

BY F. L. Davis  
F. L. Davis, President





Whereas, the said Howard H. Junkins and Lola A. Junkins, his wife, are indebted unto the said THE FIRST NATIONAL BANK, of PIEDMONT, WEST VIRGINIA, in the just and full sum of THIRTY-SIX HUNDRED (\$3600.00) DOLLARS, as evidenced by their joint and several promissory note, of even date herewith, for said sum of THIRTY-SIX HUNDRED (\$3600.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA; with interest from date, at said Bank, and to be repaid in sums of not less than FORTY (\$40.00) DOLLARS per month until the entire amount of principal of said note, with interest, has been fully paid, to secure the payment of which said sum of THIRTY-SIX HUNDRED (\$3600.) DOLLARS, with interest as aforesaid, these presents are executed;

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 Howard H. Junkins and Lola A. Junkins, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXX~~ and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Luke, Allegany County, Maryland, to wit:

All of that parcel of land situated and located on the plat of Spangler's Addition to West Piedmont, (now known as the Town of Luke), in Allegany County, Maryland, consisting LOTS NUMBERS ONE (1) and TWO (2) in said Addition, beginning for the same at the intersection of the North side of Mullen Avenue with the West side of Spangler Avenue; thence running along the North side of Mullen Avenue South 78 degrees 31' West Fifty-seven (57) feet and Six (6) inches to a point; thence running North 8 degree 30' West One hundred (100) feet to a point; thence North 78 degree 31' East Fifty-four (54) feet and Two (2) inches to the West side of Spangler Avenue; thence South 10 degrees 15' East One hundred (100) feet to the place of beginning, improved by House Number 117; and being the same property which was conveyed to the said Howard H. Junkins and Lola A. Junkins, his wife, by William Pugh Bryan, (widower), by Deed dated October 9th, 1954, and to be recorded prior to the recording of this 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 Howard H. Junkins and Lola A. Junkins, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors,

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of THIRTY-SIX HUNDRED (\$3600.00) 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 -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and assigns, or~~ Harry K. Drane, its, -----

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

accrued 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 Howard H. Junkins and Lola A. Junkins, 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 -----

THIRTY-SIX HUNDRED (\$3600.00)----- 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 ~~and~~ 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 mortgagor s

Attest:

J. Bernard Mayhew Jr Howard H. Junkins [SEAL]  
J. Bernard Mayhew Jr Lola A. Junkins [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 15th day of October,

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

West Virginia,

a Notary Public of the State of ~~Marxland~~ in and for said County, personally appeared Howard

H. Junkins and Lola A. Junkins, 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 J. B. Determan,

Cashier of The First National Bank, of Piedmont, West Virginia,

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 February 7th 1961

J. Bernard Mayhew Jr  
Notary Public.



1954 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the said property covered by this mortgage

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 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 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 twenty-five 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 J. Laughlin

x Frank J. Sowers (SEAL)
Frank J. Sowers
x Sarah Allene Sowers (SEAL)
Sarah Allene Sowers

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 21st day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Frank J. Sowers and Sarah Allene Sowers, 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 fide 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
LIBER 308 PAGE 127

To Mtge City  
Nov 15 54

FILED AND RECORDED OCTOBER 26<sup>th</sup> 1954 at 9:45 A.M.

PURCHASE MONEY

**This Mortgage**, Made this 25<sup>th</sup> day of October

in the year nineteen hundred and fifty-four by and between

EMMETT CARR and RUTH V. CARR, 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

- - - - TWO THOUSAND and 00/100 - - - - - (\$2,000.00) - - - - Dollars, on  
- - - - Twenty - - - - 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 piece or parcel of ground lying near Narrows Park, in Allegany County, Maryland, described as follows:

Part of a tract of land called "The Promised Land", which was conveyed to Henry Weigand by Laura V. McKaig Watts and husband by deed dated June 29, 1887, and recorded in Liber T. L. No. 64, folio 284, one of the Land Records of Allegany County, said tract hereby described by metes and bounds as follows, to wit:

BEGINNING at a planted stone on the southerly side of a street 20 feet wide which was laid out by the said Weigand along and bordering on the southerly side of George's Creek and Cumberland Railroad Company's right of way, said planted stone being also at the end of 343-1/2 feet on the 16th line of that part of said tract of land which was conveyed by A. Beall McKaig, Trustee, to John and Joseph Dressman by deed dated January 27, 1883, and recorded in Liber T. L. No. 59, folio 426 of said Land Records; and running with said line as corrected by variations, South 44-1/2 degrees East 706 feet to a stake; then North 20-1/2 degrees East 60 feet to a stake; then North 44-1/2 degrees West 706 feet to a stake on the southerly side of said street; then with it, South 20-1/2 degrees West 60 feet to the place of beginning.

IT being the same property which was conveyed by Regina Ellen Wilson to Emmett Carr and Ruth V. Carr, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

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  
- - - - Two Thousand - - - - - Dollars with six  
per cent interest thereon, payable in 72 monthly payments of not less than \$33.16 each,

on or before the 25th 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 25th day of November, 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 25th day of October, 1960.

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 Two Thousand and 00/100 - - - (\$2,000.00) 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 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 the 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:  
Patty Ann Davis

Emmett Carr (SEAL)  
EMMETT CARR  
Ruth V. Carr (SEAL)  
RUTH V. CARR

State of Maryland,  
Allegany County, to wit:

I hereby certify that, on this 25th day of October 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Emmett Carr and Ruth V. Carr, 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 mortgages, 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 25th day of October 1954.

Patty Ann Davis  
Notary Public



*to Mortgage City*  
*Nov 15 1954*

FILED AND RECORDED OCTOBER 26<sup>th</sup> 1954 at 10:10 A.M.

**This Mortgage**, Made this 25<sup>th</sup> day of  
October, in the year nineteen hundred and Fifty Four, by and between  
Fletcher L. Thompson and Grace L. Thompson, 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 Five Thousand (\$5,000.00) Dollars, for which  
they have given their promissory note of even date herewith payable on or before  
two years after date with interest at the rate of 5% per annum payable semi-  
annually.

**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:

All those lots or parcels of ground situated in the LaVale  
Boulevard Section, about 3 1/2 miles West of the City of Cumberland, in Allegany  
County, Maryland, and known and designated as Lots Nos. 47 and 48 on the plat  
of said "LaVale Boulevard Section," which said plat and the courses and dis-  
tances of the lots in said Addition are recorded among the Land Records of said  
Allegany County in Liber No. 137, folio 499, said lots fronting on LaVale  
Boulevard and comprising a plot of ground 100 feet by 130 feet, and being the  
same property conveyed by Julius Abramson, widower, to Harold O. Maddy  
and Nellie L. Maddy, his wife, by deed dated May 29, 1953, and recorded  
in Liber No. 252, folio 467 of said Land Records; and being also the  
same property conveyed by Harold O. Maddy and Nellie L. Maddy, his wife,  
to Fletcher L. Thompson and Grace L. Thompson, his wife, by deed dated  
October 11, 1954, and recorded among said Land Records.

Reference to said plat, courses and distances, and deeds,  
is hereby made for a further description of said property.

**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 per-  
sonal 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, administra-  
tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors  
or assigns, the aforesaid sum of - - - - Five Thousand (\$5,000.00) - - - - 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 - - - - - Five Thousand (\$5,000.00) - - - - - 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 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 hands and seals of said Mortgagors .

Attest:

*William A. Smith*

*Fletcher L. Thompson* (SEAL)  
Fletcher L. Thompson  
*Grace L. Thompson* (SEAL)  
Grace L. Thompson

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - 25th - day of October, 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 .

Fletcher L. Thompson and Grace L. Thompson, 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.



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

*William C. Dudley*  
Notary Public

Compared and Mailed Delivery  
To

FILED AND RECORDED OCTOBER 26" 1954 at 8:30 A.M.

THIS PARTIAL RELEASE of MORTGAGE, Made this Twelfth day of October, in the year Nineteen hundred and fifty-four, by and between Edgar H. Kolberg and Mary Margaret Kolberg, his wife, parties of the first part, and William P. Bryan, party of the second part;

WHEREAS the said Edgar H. Kolberg and Mary Margaret Kolberg, his wife, are the holders of a Mortgage from the said William P. Bryan, dated July 21st, 1954, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 306, folio 101, by which the said William P. Bryan did convey certain lands and tenements, of which the hereinafter described property is a part, unto the said parties of the first part to secure the payment of the indebtedness therein described; and

WHEREAS the said parties of the first part have agreed to

release and surrender the property hereinafter described unto the said party of the second part, his heirs and assigns, and to hold and retain the residue of the mortgaged premises as security for the money remaining due on said Mortgage:

NOW, THEREFORE, THIS RELEASE WITNESSETH That the said Edgar H. Kolberg and Mary Margaret Kolberg, his wife, doth hereby release the following described property from the operation and effect of the aforesaid Mortgage, to wit:

All that real estate situated in the Town of Luke, Allegany County, Maryland, described as follows:

All that parcel of land situated and located on the plat of Spangler's Addition to West Piedmont, (now known as the Town of Luke), consisting of Lots Numbers One (1) and Two (2) in said Addition, and being the same property which was conveyed unto the said William P. Bryan by the West Virginia Pulp and Paper Company, a corporation, by Deed dated May 3rd, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 229, folio 131, and in consideration of the sum of Five Hundred (\$500.00), the receipt of which is hereby acknowledged, doth grant the above described property unto the said William P. Bryan to be held by him in the same manner as if the said Mortgage had never been made.

TO HAVE AND TO HOLD the property hereby released and conveyed unto the said William P. Bryan, his heirs and assigns, forever, free, clear and discharged of and from all lien and claim by virtue of the Mortgage aforesaid.

WITNESS our hands and seals the day and year first above written.

Attest:

*Robert H. Mayberry*

*Edgar H. Kolberg* (SEAL)  
Edgar H. Kolberg

*Mary Margaret Kolberg* (SEAL)  
Mary Margaret Kolberg

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

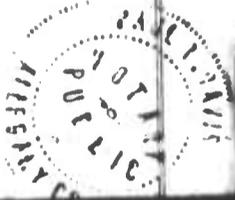
I hereby certify that on this 15<sup>th</sup> day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Edgar H. Kolberg and Mary Margaret Kolberg, his wife, and did each acknowledge the foregoing Release to be their respective act and deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate

written.

*Paul R. Davis*

Notary Public.



Compared and Verified

*Robert Mac Donald, Esq. Atty*

*Nov. 15*

FILED AND RECORDED OCTOBER 27<sup>th</sup> 1954 at 3:30 P.M.

**This Mortgage,** Made this 27<sup>th</sup> day of October

in the year Nineteen Hundred and Fifty Four \_\_\_\_\_, by and between

Susie Whittaker, widow,

of Allegany County, in the State of Maryland.

party \_\_\_\_\_ of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND,

CUMBERLAND, MARYLAND, a National Banking Corporation,

\_\_\_\_\_ ~~County in the State of~~

party \_\_\_\_\_ of the second part, WITNESSETH:

Whereas, the said party of the first part is justly and bona-fide indebted unto the said party of the second part in the full sum of seven hundred (\$700.00) dollars, with interest at the rate of six per centum (6%) per annum, which said sum said party of the first part covenants and agrees to pay unto the said party of the second part in equal monthly installments of twenty-one dollars and thirty cents (\$21.30), on account of interest and principal, payments to begin on the 29<sup>th</sup> day of November, 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.

It is also covenanted and agreed by the parties hereto, and fully understood by them, that this mortgage shall, at the option of the mortgagee, secure such future advances as are provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland, and any amendments and supplements 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, the said party of the first part hereby

do ~~es~~ 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 piece or parcel of land situated, lying and being about six miles below the City of Cumberland, Allegany County, Maryland, and being a part of the land known as "Mexico Farm" which part is more particularly described as follows, to wit:

BEGINNING at a stake standing North 52 1/2 degrees East 17.56 perches from a stone marked 10 (found) standing at the end of the ninth line of the second part of the C. and O. Canal Condemnation against James Cox et al., and recorded in Judgment Record No. "C", folio 313, of Allegany County, said beginning stake being also at the beginning of the deed from James Crites and wife to Lula May Smith dated December 6, 1916, and recorded in Liber No. 119, folio 707 one of the Land Records of Allegany County, Maryland, and running thence with the first and part of the second lines of said deed North 52 1/2 degrees East 6 3/5 perches to a stone marked 11. North 41 degrees East 16 perches, thence across said whole lot (conveyed by said James Crites and wife to Lula May Smith) by a line parallel to the tenth line of the whole lot, South 60 1/4 degrees East 71 perches to the eighth line of said whole lot, and with it South 26 1/2 degrees West 9 perches to the end of said eighth line and with the ninth and tenth lines thereof, South 20 degrees West 13 perches to intersect a line drawn South 60 1/4 degrees East from the stake at the beginning of the part hereby described, thence reversing said intersecting line North 60 1/4 degrees West 80 1/5 perches to the place of beginning. Containing ten acres, more or less, according to survey made in 1901.

EXCLUDING, HOWEVER, all that part of the above described property which was conveyed by said party of the first part to Edwin C. Shank and Virginia O. Shank, his wife, by deed dated the 15th day of August, 1942, and recorded in Liber No. 194, folio 170, among the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more particular description of that part of the above described property hereby excluded from the operation of this mortgage.

BEING part of the same property which was conveyed to the said party of the first part by William P. Ryan, widower, by deed dated the 28th day of November, 1939, and recorded in Liber No. 185, folio 227, 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 party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~executors, administrators or assigns~~ or assigns, the aforesaid sum of Seven Hundred (\$700.00) 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 her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party 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 party of the first part

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 party of the second part, its successors or

heirs, executors, administrators and assigns, or Robert MacDonald Bruce, its  
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 Cum-  
berland, 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 party of the first  
part, her 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, her representatives, heirs or assigns.

And the said party of the first part does hereby

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  
- - - Seven Hundred (\$700.00) - - - - - 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 or assigns, to the extent  
of its, his, her or their ~~that~~ 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 the day and year first above  
written.

Attest:  
Witness: H. C. Landis - Susie (her X mark) Whittaker (SEAL)  
SUSIE WHITTAKER

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

I hereby certify, That on this 27<sup>th</sup> day of October  
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  
Susie Whittaker,  
and \_\_\_\_\_ acknowledged the foregoing mortgage to be her  
act and deed; and at the same time before me also personally appeared H. C. Landis,  
Vice President and Cashier of  
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 ~~first~~ last above

Elizabeth H. Brantfield  
Notary Public.

FILED AND RECORDED OCTOBER 26<sup>th</sup> 1954 at 8:30 A.M.

PARTIAL RELEASE OF MORTGAGE AND WAIVER OF LIEN.

FOR VALUE RECEIVED, The Citizens National Bank of Westernport, Maryland, does hereby release that certain mortgage lien given to it by William Pugh Bryan, single, by mortgage of July 20, 1954, of record in Allegany County, Maryland in Mortgage Record No. 306 Folio 103, so far as the same constitutes a lien upon that certain property belonging to the said William Pugh Bryan and described in said mortgage as Lots numbers one and two ( 1 & 2 ) in Spangler's Addition to the town of Luke, and which were conveyed to the said William Pugh Bryan by deed from The West Virginia Pulp and Paper Company, dated May 3, 1950 and recorded in Liber No. 229 Folio 131 of the land records of said Allegany County.

RESERVING AND PRESERVING NEVERTHELESS, the lien and claim of said mortgage debt upon all and any of the other property which might be described in said mortgage as fully and to every extent therein expressed as if this partial release and waiver of lien had never been executed.

Witness the corporate name and seal of said bank, signed by its president and duly attested by its cashier, this 13, of October, 1954.

THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND

By Horace P. Whitworth PRESIDENT

Attest:

Charles J. Laughlin  
CASHIER.



State of Maryland, County of Allegany, to wit:

I hereby certify that on this 14<sup>th</sup> day of October, 1954, before me the subscriber, personally appeared Horace P. Whitworth, president of The Citizens National Bank of Westernport, Maryland, and did acknowledge the above partial release of mortgage and waiver of lien to be the act and deed of the said Citizens National Bank of Westernport, Maryland, a corporation, executed by him on its behalf under authority duly given.

Witness my hand and notarial seal.

Richard H. Whitworth  
Notary Public



Compared and Mailed *Handwritten*  
To *Mtigel, Frostburg Md*  
*Nov 15 1954*

LIBER 308 PAGE 138

FILED AND RECORDED OCTOBER 27<sup>th</sup> 1954 at 12:05 P.M.



**This Mortgage**, Made this 26<sup>th</sup> day of October  
in the year Nineteen Hundred and fifty-four, by and between

ROBERT H. MAGUIRE and RUTH B. MAGUIRE, 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

at Frostburg, Allegany County, in the State of Maryland,  
part 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

SIXTEEN THOUSAND- - - - -00/100 DOLLARS (\$16,000.00)

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 indebted-  
ness, 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 those lots, pieces or parcels of ground known as Lots Nos.  
3, 4, 5 and 6 in a series of lots laid off by the Allegany Grove Camp  
Meeting Association, which front on Maryland U. S. Route No. 40 as now  
located, about five and one-half miles West of the City of Cumberland,  
in Allegany County, Maryland, and more particularly described as one  
parcel as follows:

BEGINNING for the same at an iron pin located on the Southerly side  
of Maryland U. S. Route No. 40 as now located, where the division line  
between Lots No. 2 and 3 intersect the same, which is located at the  
end of a line drawn North sixty-four degrees thirty minutes East one  
hundred feet from the intersection formed by the Easterly side of the  
road leading from what is known as the Braddock Road to Maryland U. S.  
Route 40 and the Southerly side of said Maryland U. S. Route No. 40,  
and running thence with said side of said Maryland U. S. Route No. 40  
North sixty-four degrees thirty minutes East two hundred feet to the  
division line between Lots Nos. 6 and 7 of said Allegany Grove Camp  
Meeting Association property; thence with said division line South  
twenty-five degrees thirty minutes East one hundred and fifty feet;  
thence South sixty-four degrees thirty minutes West two hundred feet  
to the division line between Lots Nos. 2 and 3 of said property; thence  
with last mentioned division line North twenty-five degrees thirty  
minutes West one hundred and fifty feet to the place of beginning.

IT being the same property which was conveyed by Allan J. Grant  
and Edith E. Grant, his wife, to the parties of the first part herein,  
by deed dated October 9, 1951, and recorded in the Land Records of  
Allegany County in Deeds Liber No. 235, folio 474.

**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 SIXTEEN THOUSAND - - - - -00/100 DOLLARS (\$16,000.00)

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 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 its assigns, the improvements on the hereby mortgaged land to the amount of at least, SIXTEEN THOUSAND - - - -00/100 (\$16,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other 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 hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Robert H. Maguire [Seal]

Ruth B. Maguire [Seal]

[Seal]

[Seal]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 26<sup>th</sup> day of October  
 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  
 ROBERT H. MAGUIRE and RUTH B. MAGUIRE, 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 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

Compared and Mailed ~~Delivered~~ ✓  
 To Mtg. Frostburg Md.  
 Nov. 15 1954

FILED AND RECORDED OCTOBER 27 1954 at 12:05 P.M.

This Mortgage, Made this 26<sup>th</sup> day of October  
 in the year Nineteen Hundred and fifty-four, by and between

ANNA M. IRWIN and EMMANUEL R. IRWIN, her husband,

of Allagany 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  
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

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable 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 those lots, pieces or parcels of land lying and being in Allegany County, Maryland, situated in the Town of Frostburg on Hill Street and being known and distinguished as Lots Nos. 9 and 10 of Block No. 24, of Bealls First Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Elizabeth Finzel and Husband by deed dated May 1, 1923 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 143, folio 352, it also being the same property which was conveyed to the said Elizabeth Finzel and husband by Grace Hale, widow, by deed dated June 9, 1922 and recorded among the said Land Records in Liber No. 140, folio 624; special reference is hereby made to said plat and said deeds for a further and more particular description of the property hereby intended to be 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 or assigns, the aforesaid sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

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 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 - - - - -00/100 (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors and 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 hands and seals of said mortgagors.

Witness: (as to both)

Ruth M. Todd

Anna M. Irwin [Seal]  
ANNA M. IRWIN

Emmanuel R. Irwin [Seal]  
EMMANUEL R. IRWIN

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 26<sup>th</sup> day of October  
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  
ANNA M. IRWIN and EMMANUEL R. IRWIN, her husband  
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 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 OCTOBER 27" 1954 at 12:40 P.M.  
purchase money

**This Mortgage**, Made this 26TH day of OCTOBER in the  
year Nineteen Hundred and fifty-four by and between  
Macklin P. Peterson, single, and Theona M. Peterson, single,

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-eight Hundred & 00/100 - - - - (\$3800.00) - - - 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-eight & 00/100 - - - - (\$38.00) - - - 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 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 mortgagors 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 certain lot, piece or parcel of ground situated,  
lying and being in the City of Cumberland, and being thirty feet of  
Lot No. 211 and twelve feet of Lot No. 212 in the Cumberland Improve-  
ment and Investment Company's Southern Addition to Cumberland, a plat  
of which said addition is recorded in Liber No. 1, folio 35 among  
the Plat Records of Allegany County, Maryland, and more particularly  
described as follows, to-wit:

Beginning on the east side of Arch Street at a point measured  
ten feet in a southwesterly direction from the end of the first line of  
Lot No. 210 in said addition, and running then with Arch Street, South  
18 degrees 34 minutes West 42 feet; then South 71 degrees 26 minutes  
East 100 feet to the west side of Hattie Alley; then with said alley,  
North 18 degrees and 34 minutes East 42 feet to a point ten feet distant  
from the end of the second line of said Lot No. 210, and then parallel  
with and ten feet distant from said line reversed, North 71 degrees 26  
minutes West 100 feet to the beginning.

Being the same property which was conveyed unto the parties  
of the first part by deed of Ethel C. Kesner, widow, 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 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. Lezge, 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-eight Hundred & 00/100 - - - - (\$3800.00) - - 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 law-

fully 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:

*[Signature]* *Macklin P. Peterson* [SEAL]  
Macklin P. Peterson  
*[Signature]* *Theona M. Peterson* [SEAL]  
Theona M. Peterson

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 26TH day of OCTOBER

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

Macklin P. Peterson, single, and Theona M. Peterson, single,

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.



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

*George W. Legge*  
Notary Public.

To Earl Manger *copy*  
Nov 15 1954

FILED AND RECORDED OCTOBER 27<sup>th</sup> 1954 at 10:20 A.M.

**This Mortgage,** Made this 11<sup>th</sup> day of October,  
in the year Nineteen Hundred and Fifty-four, by and between  
Vernon E. Diehl, divorced,

of Allegheny County, in the State of Maryland,  
part V of the first part, and  
Linna R. Litzenburg,

of Allegheny County, in the State of Maryland,  
part V of the second part, WITNESSETH:

**Whereas,** That the Party of the First part is justly and bona fide indebted unto the Party of the Second part in the full and just sum of One Thousand Two Hundred Dollars (\$1,200.00) and which said sum shall bear interest at the rate of six per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Twenty-five Dollars (\$25.00) each, the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until the said principal sum and interest shall have been fully paid; with the right reserved unto the Party 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 thereof, together with the interest thereon, the said Vernon E. Diehl

does give, grant, bargain and sell, convey, release and confirm unto the said  
Linna R. Litzenburg, her

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

ALL that lot or parcel of land situate about 250 feet south of the Wellersburg Plank Road between Barrelville and Wellersburg, in Allegheny County, Maryland, and more particularly described as follows:

BEGINNING for said parcel of land at an iron stake that stands North 32 degrees 52 minutes West 32.2 feet from the north corner of dwelling located on this property, said stake also stands North 74 degrees 26 minutes West 32 feet from the west corner of dwelling that stands about 20 feet northeast of the aforementioned dwelling; and running thence with the southeast side of an approximate 19-foot street, South 32 degrees 20 minutes West 208.5 feet to an iron stake; thence South 56 degrees 30 minutes East 166.4 feet to an iron stake on the northwest side of North Branch of Jennings Run; thence with said Run, North 31 degrees 32 minutes East 209.4 feet to an iron

stake; thence North 56 degrees 30 minutes West 163.3 feet to the beginning; containing 78/100 of an acre, more or less.

THE AFORESAID PROPERTY is the same property which was conveyed by deed dated the 7th day of June, 1940, by The Cumberland Company unto Vernon E. Diehl and Loretta M. Diehl, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 187, folio 18, a specific reference to which said deed is hereby made for a full and more particular description of the lands hereby conveyed. The said Vernon E. Diehl and Loretta M. Diehl having since been divorced in a certain cause known as Vernon E. Diehl vs. Loretta Margaret Diehl, in No. 22,256 Equity in the Circuit Court for Allegany County, Maryland, title thus vested in fee in the said parties as tenants in common; and by deed dated the 15th day of May, 1954, the said Loretta M. Diehl, divorced, conveyed her undivided one-half interest in said property to the said Vernon E. Diehl and which said deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage; a specific reference to the aforesaid deeds 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 Vernon E. Diehl, his

heirs, executors, administrators or assigns, do and shall pay to the said

Linna R. Litzenburg, her

executors, administrators or assigns, the aforesaid sum of

One Thousand Two Hundred (\$1,200.00) 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 his part to be performed, then this mortgage shall be void.

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

Vernon E. Diehl

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 Vernon E. Diehl

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

Linna R. Litzenburg, her

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 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

Vernon E. Diehl, his 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, his representatives, heirs or assigns.



Compared and Mailed                       
To Mtzel Frostburg Md  
Nov. 15 1954

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

THIS MORTGAGE, Made this 25th. day of October, 1954, 19      , by and between  
James C. WINTERS and Elizabeth M. WINTERS, his wife,

of RFD 1, Box 103, Frostburg in the State of Maryland, Mortgagor<sup>s</sup>, and THE FIDELITY  
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor<sup>s</sup> here justly indebted unto the Mortgagee in the full and just sum of  
Three hundred and ninety-nine - - - - -40/00 \$ 399.40

which is to be repaid in fifteen consecutive monthly installments of \$ 26.70 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<sup>s</sup> 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 District No. 19 of Allegany County, Maryland, known as  
Lots No. 7 & 8 of Block D in Morgan's Addition to Carles

and more fully described in a Deed from Sarah Morgan, dated Sept. 24, 1935  
recorded among Land Records of Allegany County, Maryland, Liber 184, Folio 195

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<sup>s</sup>, 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  
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<sup>s</sup> 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<sup>s</sup> hereby covenant to pay when legally demandable.

AND, the said Mortgagor<sup>s</sup> 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 in 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. Douh, 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<sup>s</sup>, their heirs or assigns, and in case of advertisement but no sale, one-half of the above  
commission shall be paid by the Mortgagor<sup>s</sup>, their representatives, heirs or assigns.

WITNESS our hand s and seal s.

James C. Winters (SEAL)  
James C. WINTERS  
Elizabeth M. Winters (SEAL)  
Elizabeth M. WINTERS

ATTEST:  
Ralph M. Face  
Ralph M. Face

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25th. day of October, 1954, 19      , before me,  
the subscriber, a Notary Public of the State and County aforesaid, personally appeared

James C. WINTERS and Elizabeth M. WINTERS, his wife,

the Mortgagor<sup>s</sup> named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act.  
At the same time also appeared G. Alvin Kreiling, 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. / G. Alvin Kreiling/



my hand and Notarial Seal.

Ralph M. Face  
Ralph M. Face  
Notary Public

FILED AND RECORDED OCTOBER 28<sup>th</sup> 1954 at 8:30 A.M.

**This Mortgage,** Made this 8th day of October,

in the year Nineteen Hundred and Fifty Four, by and between

William D. Gingerich and Marion L. Gingerich, 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 y of the second part, WITNESSETH:

Whereas, the said William D. Gingerich and Marion L. Gingerich, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of THREE THOUSAND DOLLARS (\$3,000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Three Thousand Dollars (\$3,000.00), with interest thereon at six per cent (6%) per annum, wherein the said William D. Gingerich and Marion L. Gingerich, 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 Fifty Dollars (\$50.00) 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 William D. Gingerich and Marion L. Gingerich, his wife,

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 tract or parcel of land lying North of the village of McCooles, Allegany County, State of Maryland, and described by metes and bounds as follows, to-wit:

BEGINNING at a concrete marker, third corner of the tract of which this is a part, and running thence with a portion of the third line thereof, N. 46 deg. 30' West 109.3 feet to another concrete marker in said line; thence, making division lines North 41 deg. 55'



East (continued vernier readings) 213.6 feet to another concrete marker; thence South 43 deg. 19' East 115.2 feet to a concrete marker in the second original line; thence, with said line, South 43 deg. 30' West 214 feet to the place of the BEGINNING, containing 0.56 of one acre by calculation, and being the same real estate which was conveyed to William D. Gingerich and Marion L. Gingerich, his wife, as Tenants by the Entireties, from William R. Gingerich and Nellie V. Gingerich, his wife, by Deed dated the 12th day of July, 1951, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Liber Number 234, Folio 601.

There is also conveyed to the said Farmers and Merchants Bank of Keyser, West Virginia, the right of the said William D. Gingerich and Marion L. Gingerich, his wife, to use that certain twenty (20) foot driveway owned by the said William R. Gingerich and Nellie V. Gingerich, his wife, leading from new U.S. Route 220 to the eastern boundary of the land conveyed to the said William D. Gingerich and Marion L. Gingerich as hereinbefore mentioned and described.

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 William D. Gingerich and Marion L. Gingerich, his wife, 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 **Three Thousand Dollars (\$3,000.00)**

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 \_\_\_\_\_

William D. Gingerich and Marion L. Gingerich, 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 William D. Gingerich and Marion L. Gingerich, 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 Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon,  
~~his executor, administrator or assigns,~~ 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 William D. Gingerich and Marion L. Gingerich, 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 its ~~representatives, heirs or~~ assigns.

And the said William D. Gingerich and Marion L. Gingerich, 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 Three Thousand (\$3,000.00) 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 ~~heir or~~ assigns, to the extent of its ~~heir 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:

F. C. Boor William D. Gingerich [SEAL]  
F. C. Boor Marion L. Gingerich [SEAL]

WEST VIRGINIA

State of ~~Maryland~~  
MINERAL  
~~Adair~~ County, to-wit:

I hereby certify, That on this 27 day of October in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ West Virginia, in and for said County, personally appeared William D. Gingerich and Marion L. Gingerich, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier for the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, and they joined in the same, 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.

Nancy Belle Kempf  
Notary Public.

Compared and Mailed ~~to~~ E  
To Ges R. Hughes Atty City  
Nov. 15 1954

FILED AND RECORDED OCTOBER 28<sup>th</sup> 1954 at 8:30 A.M.

**This Mortgage**, made this 25<sup>th</sup> day of October, in the  
year Nineteen Hundred and 1954, by and between

William A. Barkley and Hannah B. Barkley, his wife



hereinafter called mortgagor, which  
expression shall include his heirs, personal representatives, successors and assigns where  
the context so admits or requires, of Allegany County, State of Maryland, part 1 of the first part and

George R. Hughes and Henrietta H. Hughes, his wife,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-  
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of  
Maryland, part 1 of the second part, witnesseth:

WHEREAS, the said William A. Barkley and Hannah B. Barkley, his wife, do hereby certify that the said  
Ambrose J. Barkley and wife, by deed dated April 10, 1954, and filed for record in Liber No. 258, folio 25, one of the Land  
Records of Allegany County, Maryland, did convey unto the said mortgagors, the following property, to-wit:  
A certain piece of land, situate in the Eastern District No. 1, of Allegany County, Maryland, containing  
approximately 1.1 acres, more particularly described as follows:  
Beginning at a stake on the Eastern side of the Bedford Road, at the Northwest corner of the parcel  
of land conveyed by Hannah B. McElfish to John Wesley Willison and  
Lena Willison, his wife, and running hence by said land, South 50' de-  
gree East 110 feet, then North 74' degree East 90 feet, then North  
74' degree West 110 feet to the Eastern side of Bedford Road, and then  
with said Road, South 74' degree West 50 feet to the place of beginning.  
It being the same property which was conveyed unto the  
said mortgagors by Ambrose J. Barkley and wife, by deed dated April 10,  
1954, and filed for record in Liber No. 258, folio 25, one of the Land  
Records of Allegany County.

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 do hereby bargain and sell, give,  
grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

1.1 piece of parcel of ground lying and  
situate on the Eastern side of Bedford Road in Eastern District No. 1,  
Allegany County, Maryland, which is more particularly described as  
follows, to-wit:

BEGINNING for the same at a stake on the Eastern  
margin of the Bedford Road at the Northwest corner of the parcel  
of land conveyed by Hannah B. McElfish to John Wesley Willison and  
Lena Willison, his wife, and running hence by said land, South 50' de-  
gree East 110 feet, then North 74' degree East 90 feet, then North  
74' degree West 110 feet to the Eastern side of Bedford Road, and then  
with said Road, South 74' degree West 50 feet to the place of beginning.

It being the same property which was conveyed unto the  
said mortgagors by Ambrose J. Barkley and wife, by deed dated April 10,  
1954, and filed for record in Liber No. 258, folio 25, one of the Land  
Records of Allegany County.

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 anyway appertaining.

PROVIDED that if the said Mortgagor<sup>s</sup> shall pay to the said Mortgagee s the aforesaid  
Ten Thousand (\$10,000.00) 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<sup>s</sup> 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<sup>s</sup> 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  
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<sup>s</sup>. 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<sup>s</sup> to the person advertising.



FILED AND RECORDED OCTOBER 28" 1954 9:15 A.M.

**This Mortgage,** Made this 22<sup>nd</sup> day of

in the year nineteen hundred and \_\_\_\_\_, by and between

\_\_\_\_\_ 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

stand indebted unto the said The Liberty Trust Company in the just and full sum of \_\_\_\_\_ Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of \_\_\_\_\_ 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 \_\_\_\_\_

**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

William C. Holbrook, and Fyllie B. Holbrook, 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, pieces or parcels of ground lying and being on the southerly side of Beech Street designated as Lot's Nos. 50 and 51 in Cover's Addition, Bowling Green, Allegany County, Maryland, a plat of which said Addition is recorded in Liber No. 1, folio 20, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows to-wit:

**BEGINNING** for the same on the southerly side of Beech Street at the end of the first line of Lot No. 49 in said Addition, and running then with said Street, North 80 degrees 40 minutes East 88.4 feet, then South 11 degrees 15 minutes East 100.05 feet to the northerly side of a 15-foot alley, then with said Alley, South 81 degrees 40 minutes West 95.08 feet to the end of the second line of said Lot No. 49 and then with said second line reversed, North 7 degrees 20 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ralph G. Cover and wife, by deed dated November 28, 1951, and recorded in Liber No. 236, folio 409, and by Deed of Correction by and between the same parties dated August 19, 1954, and duly recorded among the Land Records of Allegany County.

This Mortgage is executed to secure the balance due under a previous Mortgage by and between the same parties hereto which previous Mortgage is to be released of record, there being no additional money

advanced under this Mortgage, thus, no further stamps are necessary.

**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 Two Thousand Seven Hundred and 71/100 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.

~~This mortgage shall also secure all of the moneys hereof advanced 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 Two Thousand (2000) Dollars, nor to be made in an amount which shall cause the mortgage debt to exceed the original amount hereof, provided that all amount of any such advance is used for paying the cost of any repairs, alterations or improvements to the mortgaged property as provided by Chapter 103 of the Laws of Maryland passed at the January Session in the year 1913 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

Two Thousand Seven Hundred and 71/100 - - - 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:

William P. Holbrook (SEAL)

James M. Ashley

Sophia R. Holbrook  
Sophia R. Holbrook (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year nineteen hundred and \_\_\_\_\_ before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

and \_\_\_\_\_ acknowledged, the foregoing mortgage to be \_\_\_\_\_ act and deed; and at the same time, before me, also personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ 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 Master  
Tobias H. Lygze  
Oct 15 1954

FILED AND RECORDED OCTOBER 28<sup>th</sup> 1954 at 10:10 A.M.

**This Mortgage**, Made this 27<sup>th</sup> day of OCTOBER in the year Nineteen Hundred and fifty -four- by and between

Walter B. Valentine and Ullie May Valentine, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part 1<sup>st</sup> 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-four Hundred & 00/100 --- -- -- (\$2400.00) --- -- -- 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-four & 49/100 --- -- -- (\$34.49) --- -- -- 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 land known as a part of Lot No. 10 of Block No. 1 of Rose Hill Addition to the City of Cumberland, Maryland, and described as follows, to-wit:

Beginning on the north side of Beall Street at the end of the first line of Lot No. 9 and said beginning point being 27 feet from the intersection of Beall and Allegany Streets, and running then with said street, South 82 degrees and 45 minutes East, 25 feet, then North 7 degrees and 25 minutes East, 95 feet, then North 82 degrees and 40 minutes west, 25 feet to a stake on the second line of Lot No. 9; then with the second line reversed, South 7 degrees and 25 minutes West 95 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Louise Zihlman, unmarried, dated the 1st day of September, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 205, folio 312.

"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 Twenty-four Hundred & 00/100 - - - - (\$2400.00) - - - 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*

*Walter B. Valentine* [SEAL]  
Walter B. Valentine

*Ollie May Valentine* [SEAL]  
Ollie May Valentine

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 27TH day of OCTOBER

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

Walter B. Valentine and Ollie May Valentine, 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. Haman*  
Notary Public.

Compared and Modified & covered  
To Rev. H. Legge Atty City  
Nov. 15 1954

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 11:50 A.M.

This Mortgage, Made this 28TH day of OCTOBER in the  
year Nineteen Hundred and fifty-four by and between

Howard A. Grima, Jr. and Dorothy L. Grima, 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  
Six Thousand Three Hundred Forty & 00/100 - - (\$6340.00) - - 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 Sixty-eight & 85/100 - - - (\$68.85) - - - - 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 the following described lot and parcel of real estate situated on the Milltown Road near Switts Creek, in Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point along the right of way of Uhl Highway leading from the City of Cumberland, Maryland, to the town of New Era, West Virginia, at the beginning of a parcel of land conveyed by Mathias J. Ruppenkamp et ux, to Louis H. Ruppenkamp, by deed dated June 3, 1922, and recorded among the land records of Allegany County, Maryland, in Liber 140, folio 1016, and running then along and with the southwesterly side of said Uhl Highway, North 33 degrees 38 minutes West 100 feet; North 39 degrees 35 minutes West 100 feet to a point just opposite the Fisher Road; then leaving said Uhl Highway and running parallel to the fifth or last line of the above mentioned deed from Mathias J. Ruppenkamp to Louis H. Ruppenkamp South 54 degrees 32 minutes West 430 feet to the right of way of the Baltimore and Ohio Railroad, then with said limits South 32 degrees 30 minutes East 200 feet to the fifth or last line of the above mentioned deed, and with it North 54 degrees 32 minutes East 450 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Elsie M. Butler Riggs and George F. Riggs, her husband, dated March 29, 1948, recorded in Liber 219, folio 556 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 mort-

gagee 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<sup>3</sup> 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.

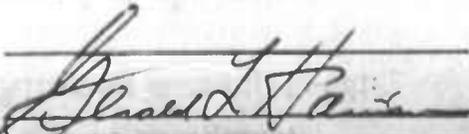
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Three Hundred Forty & 00/100 - (\$6340.00) 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.

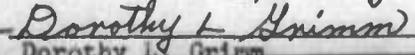
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the 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]  
Howard A. Grimm, Jr.

 [SEAL]  
Dorothy L. Grimm

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 28TH day of OCTOBER

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

Howard A. Grimm, Jr. and Dorothy L. Grimm, 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.

Handwritten signature of the Notary Public.

Notary Public.

Compared and found correct

Handwritten notes and date: 10/29/54

FILED AND RECORDED OCTOBER 29" 1954 at 11:50 A.M.

This Mortgage, Made this 27TH day of OCTOBER in the year Nineteen Hundred and fifty -four by and between

Richard L. Klavuhn and Margaret J. Klavuhn, 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 Four Thousand Four Hundred & 00/100 - - - (\$4,400.00) - - 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 Forty-four & 00/100 - - - - (\$44.00) - - - - 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 lot or parcel of ground situated on the south side of Greene Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning at a point on the south side of Greene Street at the end of 75 feet on the fourth line of a parcel of land conveyed by Althea M. Devecmon to Sarah M. Swan by a deed dated May 22, 1873, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 39, folio 1, said point being the end of the first line of the lot heretofore conveyed by Ferdinand Williams to William E. Burke and wife; and running then with part of said fourth line and with said south side of said Greene Street, North  $71\frac{1}{2}$  degrees West 50 feet; then parallel with the third line of said Devecmon-Swan parcel of land, South  $22\frac{1}{2}$  degrees West 295 feet to a point in the second line of said Devecmon-Swan parcel of land; then with part of said second line, South  $79\frac{1}{2}$  degrees East 50 feet to the end of the second line of said Burke lot; then reversing said second line of said Burke lot, North  $22\frac{1}{2}$  degrees East 295 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of The Allegany Building, Loan and Savings Company of Cumberland, Maryland, dated the 7th day of May, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 258, folio 407.

"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 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.

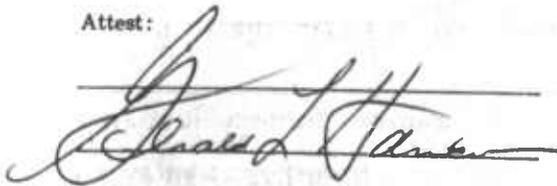
**And** the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Four Hundred & 00/100 - - (\$4,400.00) - 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:



Richard L. Klavuhn [SEAL]  
Richard L. Klavuhn

Margaret J. Klavuhn [SEAL]  
Margaret J. Klavuhn

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 27th day of OCTOBER

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 L. Klevuhn and Margaret J. Klevuhn, 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.



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

*George W. Legge*  
Notary Public.

Compared and Mailed ~~Handredy~~  
To *Mtger Westernport Md*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 10:30 A.M.  
*twenty-sixth*

**This Mortgage**, made this ~~27th~~ day of **October**, in the  
year Nineteen Hundred and **fifty four**, by and between **Ronal Neil Williams and**  
**May M. Williams, his wife, of Westernport, Allegany County, Maryland.**

----- 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, part 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 **Forty-two hundred** Dollars (\$4200.00),  
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 Western-  
port, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors,  
dated the ~~27th~~ day of **October**, 19**54**, and payable on demand with interest to  
the order of The Citizens National Bank of Westernport, Maryland.



AND WHEREAS, it is agreed that the Mortgagor 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 \$ 50.00 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 ~~26th~~ 26th day of October, 1964, 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 Mortgagor, its successors or assigns.

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

All those certain two lots of ground situated in the town of Westernport, in Allegany County, Maryland in what is known as Greene's Highland Park Addition to said town, shown and numbered on the plat thereof, duly recorded, as Lots numbers 19 and 20 in Section H. , being the same two lots of ground which were conveyed unto the parties of the first part herein by deed from William Russell Ford and wife, dated February 4, 1954 and of record among the land records of Allegany County, Maryland in Liber No. 257 Folio 29 etc. To which deed so recorded a reference is hereby made for a more definite and particular description of the lands and premises hereby mortgaged, and for reference to the reservations and exceptions pertaining thereto.

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 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 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

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 J. Laughlin

Ronel Neil Williams (SEAL)  
Ronel Neil Williams.  
\*\*\*\*\*  
May Middleton Williams (SEAL)  
May Middleton Williams.  
\*\*\*\*\*

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this ~~28th~~ <sup>28th</sup> day of ~~October~~ <sup>October</sup>, in the year 1954, before me, the subscriber, a ~~Notary Public~~ of the State of Maryland, in and for said County, personally appeared, Ronel Neil Williams and May Middleton Williams, husband and wife the within named Mortgagor s , and acknowledged the foregoing mortgage to be their voluntary 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 fide 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.

*Richard Whitworth*



Compared and Mailed ~~Returned~~  
To *Mtzel Westernport, Md.*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 10:30 A.M.

**This Mortgage**, made this 28th. day of October, in the year Nineteen Hundred and fifty four, by and between Archibald Kelly, Jr. and his wife, Helen Virginia Kelly, of Luke, Allegany County, Maryland.



..... 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, part 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 twenty eight hundred Dollars (\$2800.00 ), 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 s , dated the 28th. day of October, 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 Mortgagor s 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 \$ 40.00 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 28th. day of October, 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 Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor 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 Luke, in Allegany County, Maryland, being a part of town lot No. 284 and improved with dwelling House No. 307, located on the West side of Fairview Street and fronting 26 feet thereon. Being the same lot of ground which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company, dated August 17, 1950 and recorded in Allegany County, Maryland on September 29, 1950, To which deed so of record 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 Mortgagors 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 Mortgagors 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 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 ratification of auditor's report; and third, to pay the balance to the said Mortgagors. 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 Mortgagors to the person advertising.

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, the improvements on the hereby mortgaged land to an amount of at least twenty eight 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 J. Laughlin

Archibald Kelly, Jr. (SEAL)

Helen Virginia Kelly (SEAL)

Helen Virginia Kelly.

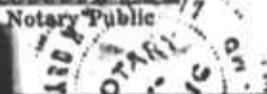
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 28th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Archibald Kelly, Jr. and Helen Virginia Kelly, his 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 fide 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.

*Richard D. Whitcomb*



Compared and Mailed *Delivered*  
To *Melvin Westernport, Md.*  
*Nov. 15 1954*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 10:30 A.M.

**This Mortgage**, made this 27th day of October, in the year Nineteen Hundred and fifty four, by and between **Edgar Kalbaugh and Ida Kalbaugh, husband and wife, of the village of McCoolle, in Allegany County, Maryland**

hereinafter called Mortgagor, 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 **Four hundred** Dollars (\$400.00), 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 27th day of October, 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 Mortgagor 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 \$ 20.00 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 27th day of October, 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 Mortgagor, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor 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 or parcel of land situated in the village of McCoolle, in Allegany County, Maryland and known and numbered as lot No. 20 therein, described as beginning for the same on Second Street a distance of 50 feet and running back the same width to an Alley and being the same property which was conveyed unto the parties of the first part herein by deed from Ruby P. Barrick and others, dated June 18, 1953 and recorded among the land records of Allegany County,

Maryland in Liber No. 260 Folio 227. To which deed so recorded a refer-  
ence is hereby made for a more definite and particular description of  
the land and title thereto \_\_\_\_\_

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 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 here-  
after be executed and in the meantime shall perform all the covenants herein on their part to be per-  
formed, 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 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 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 ex-  
penses 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 **Four 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 pre-  
miums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:  
*Charles J. Laughlin*

x *Edgar Kalbaugh* (SEAL)  
Edgar Kalbaugh  
##### (SEAL)  
x *Ida Kalbaugh* (SEAL)  
Ida Kalbaugh.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of October, in the year  
1954, before me, the subscriber, a Notary Public of the State of Maryland,  
in and for said County, personally appeared, Edgar Kalbaugh and Ida Kalbaugh, his  
wife

the within named Mortgagor, 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  
fide 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*



Compared and Mailed *Handwritten*

*Original 1911 Baltimore Ave  
New York 15*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 10:55 A.M.  
purchase money

**This Mortgage**, Made this 28 day of October  
in the year Nineteen Hundred and Fifty four, by and between

Ray W. Bowman, and Velma E. Bowman, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

William D. Hardesty and Idella Hardesty, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part now stand indebted unto the said parties of the second part in the full and just sum of \$4000.00 which said sum is payable at the rate of not less than \$35.00 per month payable on the 15th day of each month with interest from date at the rate of ~~six~~ percent (6%) payable semi-annually. The first payment of \$35.00 shall be made on the 15th day of November, 1954 and payments shall be made monthly until the full amount of this indebtedness is paid. The parties of the first part shall have the right to pay all or any greater portion of the indebtedness at anytime. This mortgage is executed to secure part of the purchase money for the property herein described and conveyed.

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:

PARCEL NUMBER ONE

All that lot or parcel of ground situated in Cellulose City Addition, Allegany County, Md., and known as Lot No. 251, Section A. in said Addition, amended plat of which said Addition is filed in Plat Case Box 9, of the Land records of Allegany County, Md., which said lot is more particularly described as follows, to-wit:  
Beginning for the same at a peg on the East side of Winchester Avenue, and running thence with said Avenue, South 00 degrees 15 minutes West 50 feet, thence North 88 degrees 44 minutes East 150 feet, thence North 00 degrees 15 minutes East 50 feet, thence South 88 degrees 44 minutes West 150 feet to the place of the beginning.

PARCEL NUMBER TWO

All that piece or parcel of ground situated Easterly of Winchester Ave., and on the Westerly side of Jeannette Street in the village of Cresaptown, Allegany County, Md., and adjoining Lot No. 252, in Section A, of the first addition to Cellulose City, being a tract 18 feet and 6 inches long and 50 feet wide and being a strip of ground which was not included in the lots as laid off in the plat of Cellulose City and which is more particularly described as follows:

Beginning for the same at the end of the second line of said Lot No. 251, of Section A, and running with said line extended North 88 degrees 44 minutes East 18 feet 6 inches to the Westerly side of Jeannette St., thence with the Westerly side of Jeannette St., North 00 degrees 15 minutes East 50 feet, then North 88 degrees 44 minutes East 18 feet 6 inches to the end of the last line of said Lot No. 251, thence by a line parallel to the first line of said Lot No. 251, South 00 degrees 15 minutes West 50 feet to the place of beginning, the same being an addition to said Lot No. 251, of Section A, extending the lines thereof 18 feet six inches of even width with said lot.

It being the same property conveyed to the said Ray W. Bowman, and Velma E. Bowman, his wife, by deed dated the \_\_\_\_\_ day of \_\_\_\_\_ 1954, by Louis T. Wilson and Ethel E. Wilson, his wife, and to be recorded among the Land Records of Allegany County, Md., and of even date with this mortgage which is given to secure part of the purchase price of the property herein described. The said deed is to be recorded simultaneously with this 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 \_\_\_\_\_ 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 S, administrator S or assigns, the aforesaid sum of

Four Thousand Dollars (\$4000.00) *L*

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 \_\_\_\_\_ Julius E. Schindler 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 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 \_\_\_\_\_ their \_\_\_\_\_ assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand (\$4000.00) \_\_\_\_\_ 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 \$4000.00 \_\_\_\_\_ 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:

*Julius E. Schudler*

*Ray W. Bowman* [SEAL]  
Ray W. Bowman  
*Velma E. Bowman* [SEAL]  
Velma E. Bowman

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this \_\_\_\_\_ 28th \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_ 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 Ray W. Bowman, and Velma E. Bowman, his wife,

and they \_\_\_\_\_ acknowledged the foregoing mortgage to be \_\_\_\_\_ their \_\_\_\_\_ act and deed; and at the same time before me also personally appeared \_\_\_\_\_ William D. Hardesty and Idella Hardesty, 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.

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



*James R. Mason*  
Notary Public.

To *Wye City*  
*Nov 16* 19 *54*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 2:40 P.M.

THIS MORTGAGE, Made this 27<sup>th</sup> day of October, 1954, by

and between Esther B. Scribner, widow, of the first part, and  
The Liberty Trust Company of Cumberland, Maryland, a corporation, duly organized  
under the Laws of Maryland, Administrator, d.b.n.c.t.a. of the Estate of  
Susan M. Gephart, of the second part, hereinafter called "the Mortgagee". WITNESSETH:

WHEREAS, the said Mortgagee stands indebted to the said  
Mortgagor, in the sum of One Hundred and Fifty Dollars (\$150.00)  
Dollars, as is evidenced by a Promissory Note of the said Mortgagor  
and hereon an interest rate of Six and One-Half (6 1/2) per cent  
per annum, said interest being payable in quarterly installments  
as it accrues at the Office of The Liberty Trust Company in Cum-  
berland, Maryland, on March 1, June 1, September 1 and December  
1 of each year, the first pro-rata payment in arrears on said  
note to be payable on the 1st day of December, 1954.

NOW, THEREFORE, in consideration of the premises, and of  
the sum of One (\$1.00) Dollar, and in order to secure the prompt  
payment of the said indebtedness at the maturity thereof, to-  
gether with the interest thereon, the said Esther B. Scribner,  
widow, does hereby bargain and sell, give, grant, convey, trans-  
fer, assign, release and confirm unto the said The Liberty Trust  
Company, Administrator, d.b.n.c.t.a. of the Estate of Susan M.  
Gephart, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground lying North of Fayette  
Street, in the City of Cumberland, Allegany County, Maryland, the  
same being parts of Lots Numbers 16, 17 and 18 of a series of  
lots as laid out by the Holzshu Realty Company and described in  
one parcel as follows, to-wit:

BEGINNING at a point on Luteman Highway, said point being  
the end of the third line of a deed from Holzshu Realty Company  
to Charles A. Piper, et ux, dated October 28, 1926, and recorded  
among the Land Records of Allegany County, Maryland, in Liber  
No. 176, folio 106, and running thence with said third line re-  
versed, North 49 degrees 40 minutes East 101.55 feet; thence  
North 40 degrees 20 minutes West 40 feet to MacDonald Terrace  
(40 feet wide); then with MacDonald Terrace, South 49 degrees 40  
minutes West 99 feet to Luteman Highway; thence with Luteman  
Highway, South 36 degrees 10 minutes East 40.1 feet to the be-  
ginning.

It being the same property which was conveyed unto the said Mortgagors by John M. McAlpine and wife, by deed dated the 5th day of June, 1953, and recorded in Liber No. 250, folio #17; one of the Land Records of Allegany County.

THIS MORTGAGE is executed to secure part of the purchase money for the improvements on the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

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 above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, does and shall pay the said Mortgagee, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) 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 her 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 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 demanded; 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall



WITNESS:

*Esther B. Scribner* (SEAL)  
ESTHER B. SCRIBNER

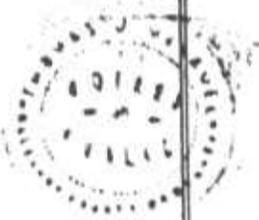
*Thomas L. Keech*

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 27<sup>th</sup> day of October, 1911, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Esther B. Scribner, widow, and she acknowledged the foregoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Pijer, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company. Together, 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. Pijer, did further, in like manner, make oath that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

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



*Edw. M. Nemo*  
NOTARY PUBLIC

To *Mitgel City*  
*Nov 16 1954*

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 2:40 P.M.

# This Mortgage,

Made this 20<sup>th</sup> day of OCTOBER in the year nineteen hundred and fifty-four, by and between

Henry H. Shaw and Mary E. Shaw, 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

Henry H. Shaw and Mary E. Shaw, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of  
Seven Hundred (\$700.00) - - - - - 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 December 31, 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

Henry H. Shaw and Mary E. Shaw, 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 about 300 feet Southwest of the Uhl Highway about six to eight miles East of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of two courses running from the large planted stone that stands near the gate on the Pitman line, said stone being the beginning of a tract of ground conveyed by James William Piper and Grace M. Piper, his wife to Eleanor Elizabeth Oberander by deed dated the 21st day of March, 1934, and recorded in Liber No. 170, folio 557, one of the Land Records of Allegany County, the first course above referred to being North 34 degrees East 20 feet from the planted stone above referred to, the second course above referred to being from the end of the first course, North 56 degrees West 98 feet to a stake standing on the Northwest side of a County Farm Road, said stake also standing on the Northeast side of a proposed 20-foot driveway or lane, thence from this beginning (the stake above referred to) with Magnetic bearings as of February 11, 1942, and with Horizontal Measurements, and with the Northeast side of said proposed 20-foot lane, North 56 degrees West 363 feet to a stake, thence North 47 degrees 42 minutes East 120 feet to a stake, thence South 56 degrees East 363 feet to a stake standing on the Northwest side of the aforementioned County Farm Road, and 15 feet from the center thereof, thence with said County Farm Road, South 47 degrees 42 minutes West 120 feet to the beginning, containing one (1) acre, more or less.

WITNESS:

*Esther B. Scribner* (SEAL)  
ESTHER B. SCRIBNER

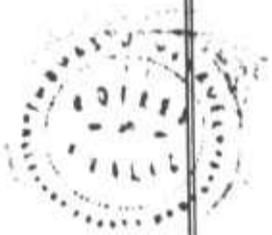
*Thomas L. Keech*

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 27<sup>th</sup> day of October, 1911, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Esther B. Scribner, widow, and she acknowledged the foregoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Pijer, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustees, 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. Pijer, did further, in like manner, make oath that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

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



*Edward M. Namee*  
NOTARY PUBLIC

To Mtguel City  
Nov. 16 1954

FILED AND RECORDED OCTOBER 29" 1954 at 2:40 P.M.

# This Mortgage,

Made this 20th day of OCTOBER in the year nineteen hundred and fifty-four, by and between

Henry H. Shaw and Mary E. Shaw, 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

Henry H. Shaw and Mary E. Shaw, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred (\$700.00) - - - - - 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 December 31, 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

Henry H. Shaw and Mary E. Shaw, 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 about 300 feet Southwest of the Uhl Highway about six to eight miles East of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of two courses running from the large planted stone that stands near the gate on the Pitman line, said stone being the beginning of a tract of ground conveyed by James William Piper and Grace M. Piper, his wife to Eleanor Elizabeth Oberander by deed dated the 21st day of March, 1934, and recorded in Liber No. 170, folio 557, one of the Land Records of Allegany County, the first course above referred to being North 34 degrees East 20 feet from the planted stone above referred to, the second course above referred to being from the end of the first course, North 56 degrees West 98 feet to a stake standing on the Northwest side of a County Farm Road, said stake also standing on the Northeast side of a proposed 20-foot driveway or lane, thence from this beginning (the stake above referred to) with Magnetic bearings as of February 11, 1942, and with Horizontal Measurements, and with the Northeast side of said proposed 20-foot lane, North 56 degrees West 363 feet to a stake, thence North 47 degrees 42 minutes East 120 feet to a stake, thence South 56 degrees East 363 feet to a stake standing on the Northwest side of the aforementioned County Farm Road, and 15 feet from the center thereof, thence with said County Farm Road South 47 degrees 42 minutes West 120 feet to the beginning, containing one (1) acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Eleanor E. Oberender and husband by deed dated the 21st day of February, 1942, and recorded in Liber No. 193, folio 49, 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 Seven Hundred (\$700.00) 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

Seven Hundred (\$700.00) - - - - - 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:

Henry H. Shaw (SEAL)  
Henry H. Shaw

Thomas [unclear]

Mary E. Shaw (SEAL)  
Mary E. Shaw

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of October 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

Henry H. Shaw and Mary E. Shaw, 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.



Geo. A. Diebert  
Notary Public

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 2:40 P.M.

**This Mortgage,** Made this 29th day of  
October in the year nineteen hundred and fifty-four, by and between

James E. Hicks and Madeline E. Hicks, 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

James E. Hicks and Madeline E. Hicks, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) - - - - - 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 December 31, 1958.

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

James W. Hicks and Madeline E. Hicks, 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 these certain lots pieces or parcels of land known as Lots Numbers 23, 24 and 25, located near the Williams Road on the Easterly side of the City of Cumberland, in Allegany County, in the State of Maryland, as shown on Bowman's sub-division of Block Number 6A of Johnson and Doll's sub-division and described as follows, to-wit:

BEGINNING at a point on the Northerly side of a thirty-foot street, at the end of the first line of Lot Number 26, and running thence the Northerly side of said Street, South 80 degrees 30 minutes East 185 feet to the division line of Lots Numbers 23 and 24 and with said division line, North 10 degrees East 110 feet, then North 77 degrees 30 minutes West 185 feet, more or less to the end of the second line of Lot Number 26 and with said second line reversed 101-05/100 feet to the place of beginning

It being the same property which was conveyed unto the said Mortgagee by Edward F. Youngblood and wife, by deed dated the 14th day of January, 1956, and recorded in Liber No. 206, folio 67, one of the Land Records of Allegany County.

ALSO: All that certain lot, piece or parcel of ground located on the Winifred Road in the City of Cumberland, Allegany County, Maryland, and known as Block No. 5A as shown on a Map of the sub-division of the property of Johnson and Doll as recorded among the Land Records of Allegany County, Maryland, in Liber 105, folio 137, and more particularly described as follows:

BEGINNING at or the same at a stake standing on the easterly side of said Winifred Road where the Southerly line of said Block No. 5A intersects the Easterly line of said Winifred Road, and running thence North 10 degrees East 281 feet; thence South 5 degrees 15 minutes West 185 feet; thence South 2 degrees 15 minutes West 185 feet; thence South 10 degrees East 40 feet; thence North 80 degrees 30 minutes West 110 feet to the place of beginning.

EXCEPTING therefrom all that certain property that was conveyed by the said James W. Hicks and Madeline E. Hicks, et al., by deed dated the 26th day of April, 1958, and recorded among said land records in Liber 11, folio 2.

It being the same property which was conveyed unto the said Mortgagee by Roy S. Orndorff and wife, by deed dated the 26th day of October, 1954, and to be duly filed and 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 Two Thousand (\$2,000.00) - - - - -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

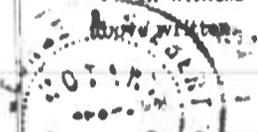


STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26th day of October 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

James E. Hicks and Madeline E. Hicks, 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



*George A. Siebert*  
Notary Public

Compared and Mailed Delivered

To Mtgee City  
Nov 16 1954

FILED AND RECORDED OCTOBER 29<sup>th</sup> 1954 at 2:40 P.M.

This Mortgage, Made this 27th day of

In the year nineteen hundred and fifty-four, by and between Robert H. Drake, unmarried, and Edna E. Drake and Charles E. Drake, 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

Robert H. Drake, unmarried, and Edna E. Drake and Charles E. Drake, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) 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 December 31, 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

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:

**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 One Dollar, 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, any 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

Two Hundred (\$200.00) - - - - - 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: Robert H. Drake (SEAL)  
Robert H. Drake  
Edna E. Drake (SEAL)  
Edna E. Drake  
Charles E. Drake (SEAL)  
Charles E. Drake

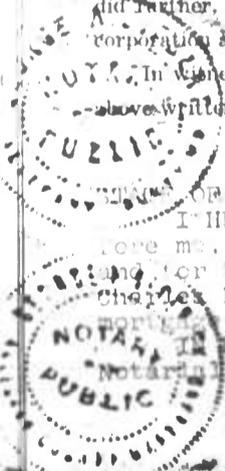
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27th day of October 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

Robert H. Drake, unmarried, and he acknowledged, the foregoing mortgage to be his 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.



George H. Sealsiebert  
Notary Public

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:  
I HEREBY CERTIFY, that on this 27th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edna E. Drake and Charles E. Drake, her husband, and each acknowledged the foregoing to be their act and deed.

WITNESS WHEREOF, I have hereto set my hand and affixed my seal the day and year above written.

George H. Sealsiebert  
Notary Public

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 3:50 P.M.**This Mortgage.** Made this 19<sup>th</sup> day of October,in the year Nineteen Hundred and Fifty four, by and betweenSamuel Levi Hurt and Mary B. Hurt, his wife,of Allegany County, in the State of Maryland,parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, 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:

**Whereas**, the said mortgagee has this day loaned to the said mortgagors, the sum of TWELVE HUNDRED EIGHTY-SEVEN DOLLARS & NINETY-SIX CENTS Dollars; which said sum the mortgagors 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 SIXTEEN 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 that lot in Cumberland, Allegany County, Maryland, known as Lot No. 45, in Minke and Willison's Addition, which is described as follows:

BEGINNING at the intersection of the Southeast side of Pine Street (now known as Glenwood Street) and the Northeast side of Old Town Road and running with said Pine Street, North 46 degrees East 50 feet; then South 44 degrees East 143 feet to the outline of the whole lot; and with said outline, South 58 degrees West 110 feet to Old Town Road; and with it North 20 degrees West 132 feet to the BEGINNING.

This being the same property which was conveyed by Thomas Lohr Richards, Assignee of Mortgage for the Purpose of Foreclosure, unto the said Samuel Levi Hurt and Mary B. Hurt, his wife, by deed dated October 19, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described prop rty is improved by a double dwelling house constructed of brick and frame each side containing five rooms and bath consisting of two stories known as Nos. 964 and 966 Glenwood Street.

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 66, section 2, of the Annotated Code of Maryland.

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 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 ~~the~~ 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 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 mortgagor s, their representatives, heirs or assigns.

**And** the said mortgagors, 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 TWELVE HUNDRED EIGHTY-EIGHT 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 mortgagor s 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<sup>s</sup> 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 corporation other than the mortgagor<sup>s</sup>, 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 mortgagor<sup>s</sup>.

Attest:

Rosalie A. Crabtree Samuel Levi Hart (SEAL)  
Mary B. Hart (SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19th day of October,

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

Samuel Levi Hart and Marys. Hart, his wife,

the said mortgagor<sup>s</sup> 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.

Rosalie A. Crabtree  
Notary Public



Compared and Mailed & Recorded  
To Title 445 Glenwood St  
Nov 14 1954

LIBER 308 PAGE 190

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 4:00 P.M.

**Second**  
**Third Mortgage.** Made this 19<sup>th</sup> day of October,  
in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

Samuel Levi Hart and Mary B. Hart, his wife,

of \_\_\_\_\_ County, in the State of Maryland,  
parties of the first part, and Albert A. Rosley, Trustee for Helen A.  
and Kathleen L. Rosley,

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

**Whereas,** the said mortgagee has this day loaned to the said mortgagors, the sum of TWO HUNDRED TWELVE DOLLARS AND FOUR CENTS (\$212.04), which said sum the mortgagors 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 SEVEN (\$7.00) 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 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.

**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 Samuel Levi Hart and Mary B. Hart,  
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Albert A. Rosley, Trustee for Helen A. Rosley and Kathleen L. Rosley, their heirs and assigns, the following property, to-wit:

all that lot in Camberlans, Allegany County, Maryland, known as Lot No. 45, in Minke and Willison's Addition which is described as follows:

BEGINNING at the intersection of the Southeast side of Wine Street (now known as Glenwood Street) and the Northeast side of Old Town Road and running with said Wine Street, North 46 degrees East 50 feet; then South 44 degrees East 143 feet to the outline of the whole lot; and with said outline South 58 degrees East 110 feet to the

Oldtown Road; and with it North 20 degrees West 122 feet to the beginning.

This being the same property which was conveyed by Thomas Lehr Richards, a trustee of Mortgage for purpose of foreclosure, unto the said Samuel Levi Hurt and Mary B. Hurt, his wife, by deed dated October 19, 1934, and recorded among the Land Records of Allegany County, Maryland prior to the recording of this second mortgage herein. The first mortgage on the same property having been previously given by these mortgagors to Home Building Loan Association, Inc., of Cumberland, Maryland.

The above described property is improved by a double dwelling house constructed partly of brick and frame, each side containing five rooms and bath consisting of two stories known as Nos. 964 and 966 Belmont Street, Cumberland, Maryland. *This is a purchase money 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 Samuel Levi Hurt and Mary B. Hurt, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Albert A. Rosley, Trustee for Helen R. Rosley and Kathleen L. Rosley, their executors, administrator or assigns, the aforesaid sum of TWO HUNDRED TWELVE DOLLARS

AND FOUR CENTS (\$212.04)

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

Samuel Levi Hurt and Mary B. Hurt, 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 Samuel Levi Hurt and Mary B. Hurt  
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 Albert A. Rosley,

Trustee for Helen R. Rosley and Kathleen L. Rosley, their

heirs, executors, administrators and assigns, or Thomas Lehr Richards 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 Samuel Levi Hurt and Mary B. Hurt, 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 Samuel Levi Hurt and Mary B. Hurt, 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

Two Hundred Twelve 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 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, 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 s.

Attest:

Rosalie A. Crabtree

Samuel Levi Hurt [SEAL]  
Samuel Levi Hurt

Mary B. Hurt [SEAL]  
Mary B. Hurt

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19th day of October, 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 Samuel Levi Hurt and Mary B. Hurt, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Albert A. Rosley, Helen H. Rosley and Kathleen L. Rosley, 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.

Rosalie A. Crabtree  
Notary Public.



To *Mtipe City*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 3:45 P.M.

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

EDWARD J. MASON and SARA J. MASON, his wife,

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

WILLIAM T. BROWN, Trustee of the Board of Trustees, Cumberland, Maryland, a banking  
corporation duly incorporated under the laws of the United States,

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

**Whereas,** The parties of the first part are indebted unto the party of the second part in the full and just sum of thirty-five hundred (\$3,500.00) Dollars, this day loaned the parties of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than forty (\$40.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

**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 party of the second part, its successors or assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the South side of Route No. 40 near Nave's Crossing, in Allegany County, Maryland, and described as follows:

BEGINNING for the same at a stake standing on the western edge of the Old Nave Road, said stake being also North 2 degrees 8 minutes West 11.72 feet from the most northeast corner of the frame dwelling house of Carl W. Martin as now located, and running thence (true Meridian, State Roads Commission, and horizontal distances being used throughout) South 62 degrees 20 minutes West 85.17 feet to a stake standing on the west side of a small Run; thence with an old fence line North 30 degrees 10 minutes West 43 feet to a



stake; thence North 38 degrees 10 minutes West 73 feet to a Locust stump; thence North 50 degrees 58 minutes West 55.50 feet to a Locust stump; thence South 88 degrees 20 minutes West 46 feet to a Locust stump; thence North 51 degrees 46 minutes West 102 feet to a point on the Southerly right-of-way limits of Route No. 40, it being 30 feet from the center line thereof; thence with said right-of-way limits, South 83 degrees 4 minutes East 80 feet to a stake; thence South 6 degrees 56 minutes West 43 feet to a stake; thence South 83 degrees 4 minutes East 71 feet to a stake; thence North 6 degrees 56 minutes East 43 feet to a stake; thence South 83 degrees 4 minutes East 52.15 feet to a stake; thence South 53 degrees 41 minutes East 82.60 feet to a stake standing on the westerly side of Nave Road; thence with the westerly side of said Road, South 29 degrees 53 minutes East 34 feet to the point of beginning. Containing 0.39 acres, more or less.

BEING the same property which was conveyed to the parties of the first part by George C. Fey and Marion M. Fey, his wife, by deed dated April 7, 1954, and recorded among the Land Records of Allegany County in Liber No. 258, folio 459.

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 executor, administrator or assigns, the aforesaid sum of

Thirty-five Hundred (\$3,500.00) 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 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

party of the second part, its successors

heirs, executors, administrators and assigns, or William M. Somerville, its, 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 mortgagor's, 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 thirty-five hundred (35,000.00) 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 ~~heirs~~ 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:

Angela A. McCloud Edward J. Mason [SEAL]  
Angela A. McCloud Sara Jane Mason [SEAL]  
ANGELA A. MC CLOUD EDWARD J. MASON SARA J. MASON

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 1st day of November 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 EDWARD J. MASON and SARA J. MASON, 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 JOHN H. ROSEBR, Cashier of 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.

Chris E. Shinn  
 Notary Public.



Compared and Made Duly  
To Leo H. Leggett, City  
Nov 16 11 54

LIBER 308 PAGE 196

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 11:45 A.M.

~~purchase money~~  
**This Mortgage,** Made this 29<sup>TH</sup> day of OCTOBER in the  
year Nineteen Hundred and fifty -four by and between  
Paul F. Halker and Beulah B. Halker, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part 1<sup>st</sup> 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 Two Thousand & 00/100 - - - - - (\$2000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in instalments 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-one & 71/100 - - - - - (\$21.71) - - - - - 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 the southwesterly side of Regina Avenue in Bedford Realty Company's Addition to Cumberland, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 94 one of the Plat Records of Allegany County, Maryland, which parcel consists of all of Lot No. 27 and eight feet of Lot No. 28 adjacent thereto, and more particularly described as follows, to-wit:

Beginning for the same on the southwest side of Regina Avenue in said addition at the dividing line between Lots Nos. 26 and 27 in said addition, said point of beginning being also South 49 degrees 35 minutes East 169 feet from the point of intersection of the easterly side of Bedford Street with the southwest side of Regina Avenue, and running then with said side of Regina Avenue, South 49 degrees 35 minutes East 33 feet, then leaving said side of Regina Avenue and running through said Lot No. 28, South 40 degrees 01 minute West 130 feet to the northeasterly side of a 12 foot alley, then with said side of said alley, North 49 degrees 35 minutes West 33 feet to the dividing line between Lots Nos. 26 and 27 of said addition, and then with said dividing line, North 40 degrees 01 minute East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Harry I. Stegmaier, Trustee, 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 Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - 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 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:

*Paul F. Helker* [SEAL]  
Paul F. Helker  
*Beulah B. Helker* [SEAL]  
Beulah B. Helker

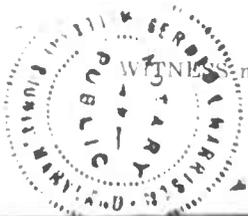
State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 29TH day of OCTOBER

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 F. Helker and Beulah B. Helker, 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 W. Legge*  
Notary Public.

FILED AND RECORDED NOVEMBER 17 1954 at 11:40 A.M.

**This Mortgage,** Made this 28<sup>TH</sup> day of OCTOBER in the  
year Nineteen Hundred and fifty -four by and between  
Ann T. Cook, divorced,

of Allegany County, in the State of Maryland, part Y 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 Five Thousand Nine Hundred Forty & 00/100 - - (\$5940.00) 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 Forty-eight & 58/100 - - - (\$48.58) 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 southerly side of National Highway U.S. Route No. 40 known and designated as part of Lot No. 9 of Mountain View Addition, LaVale, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake located at the northeasterly corner of Lot No. 9 in said addition at the intersection of the division line between Lots Nos. 8 and 9 with the National Highway, which said stake is 800 feet distant in a westerly direction from the intersection of the westerly side of Camp Ground Road and the southerly side of National Highway U.S. Route No. 40, and running then with said Highway South 66 degrees 45 minutes West 100 feet to a stake standing on the southerly side of said U.S. Route No. 40 at its intersection with the easterly side of a 30 foot alley, then running with the easterly side of said 30 foot alley South 23 degrees 15 minutes East 130 feet to a stake, then North 66 degrees 25 minutes East 100 feet to a stake standing recorded in Liber 256, folio 408 Allegany County Land Records in the 4th line of said Umen deed/and then with part of said 4th line North 23 degrees 15 minutes West 129.44 feet to the place of beginning.

• Being part of the property which was conveyed unto the party of the first part by deed of Samuel Umen et ux, dated February 23, 1954, recorded in Liber No. 256, folio 408 Allegany County Land Records, and by deed of George E. Baughman 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 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 s 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 s generally to, and covenant s 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 she 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 mortgagor, her 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 her 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 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 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 covenants 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 Five Thousand Nine Hundred Forty & 00/100 - - (\$5940.00) 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, does 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, does 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:

  [SEAL]  
Ann T. Cook

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 28TH day of OCTOBER

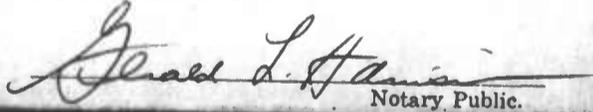
in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ann T. Cook, divorced,

the said mortgagors herein and she 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.

  
Notary Public.

Compared and United Delivered  
To Leo H. Leggett City  
Nov 16, 54

LIBER 308 PAGE 202

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 11:40 A.M.

purchase money

**This Mortgage,** Made this 29<sup>TH</sup> day of OCTOBER in the  
year Nineteen Hundred and fifty -FOUR by and between  
Jean R. Holt, widow,

\_\_\_\_\_ of Allegany County, in the State of Maryland, party \_\_\_\_\_ 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 Nine Thousand Four Hundred Fifty 00/100 - - - (\$9,450.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 $\frac{1}{2}$  per cent. per annum, in the manner following:

By the payment of Fifty-nine & 78/100 - - - - - 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 land situate, lying and being in Election District No. 6 and being on the southerly side of Braddock Road near the City of Cumberland, Allegany County, Maryland, and being known as Lot No. 1 as shown on the plat of Dewey P. Clayton and on Braddock Road, West of the City of Cumberland, Maryland, a plat of which said addition is recorded in Liber 1, folio 68 among the Plat Records of Allegany County, Maryland, and which said lot is more fully described as follows, to-wit:

Beginning for said Lot No. 1 at a post on the southerly side of Braddock Road and the westerly side of Carrick Place; and running then with the southerly side of Braddock Road, North 88 degrees 48 minutes West 100 feet to a stake standing on the southerly margin of said Braddock Road; then South 1 degree 12 minutes West 130 feet to a stake at the southwesterly corner of Lot No. 1 and the northwesterly corner of Lot No. 17 in said addition; then South 88 degrees 48 minutes East 100 feet to a stake in the westerly margin of Carrick Place; and then North 1 degree 12 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the party of

the first part by deed of Neale C. Nesbit and Elizabeth L. Nesbit, his wife, 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 <sup>s</sup> 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 warrants generally to, and covenant <sup>s</sup> 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 she 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 mortgagor her 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 her 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 hereby covenant <sup>s</sup> 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 <sup>s</sup> 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 Nine Thousand Four Hundred Fifty & 00/100 - - - - - 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 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:

*George L. Hanna* \_\_\_\_\_ *Jean R. Holt* \_\_\_\_\_ [SEAL]  
Jean R. Holt

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29TH day of OCTOBER

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

Jean R. Holt, widow,

the said mortgagors herein and she 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.



*George L. Hanna* \_\_\_\_\_  
Notary Public.

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 10:00 A.M.

PURCHASE MONEY

**This Mortgage**, Made this 1<sup>st</sup> day of September,in the year Nineteen Hundred and Fifty -four, by and between

Sylvan Martin Llewellyn and Mary Lou Llewellyn, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Elizabeth Whitefield, widow,

of Allegany County, in the State of Maryland,

parties 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 Hundred Dollars (\$400.00), representing a part of the purchase price of the hereinafter mortgaged property, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent per annum; and which said principal and interest shall be repaid in equal monthly installments of Fifty Dollars each, the first of which said installments shall become due and payable one month from the date hereof and on the same day of each succeeding month until fully paid; and out of said monthly installments first shall be computed and paid the interest on the said principal sum or any balance thereof, and the balance of said payment 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 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 thereof, together with the interest thereon, the said

Sylvan Martin Llewellyn and Mary Lou Llewellyn, his wife,

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

Elizabeth Whitefield, her

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

ALL that part of a tract of land called "Ethiopia and the Isles" situate in Charlestown, Allegany County, Maryland, which is contained within the following metes, courses and distances, to-wit:

BEGINNING for said tract of land at the northwest corner of Jessie Dohm lot, the same being part of said tract of land obtained from Salley Smith and others; and running thence North 34 degrees 00 minutes West 156.0 feet to a red oak standing on the south bank of Or Run; thence North 73 degrees 00 minutes East 155.0 feet; thence South 22 degrees 00 minutes East 160.0 feet more or less to the end of the second line of said Jessie Dohm lot; and with the said third line of said Dohm lot to the place of beginning.

The aforesaid parcel of land is the same land which is being conveyed by deed of even date herewith by Elizabeth Whitefield, widow, to Sylvan Martin Llewellyn and Mary Lou Llewellyn, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this purchase Money Mortgage. A specific reference to which said deed is hereby made for a full and 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 Sylvan Martin Llewellyn and Mary Lou Llewellyn, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Elizabeth Whitefield, her

executor, administrator or assigns, the aforesaid sum of Four hundred Dollars (\$400.00), - - - - -

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

Sylvan Martin Llewellyn and Mary Lou Llewellyn, 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

Sylvan Martin Llewellyn and Mary Lou Llewellyn, 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 Elizabeth Whitefield,

heirs, executors, administrators and assigns, or Earl Edmund 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 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 Sylvan Martin Llewellyn and Mary Lou Llewellyn, 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 Sylvan Martin Llewellyn and Mary Lou Llewellyn, 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 her assigns, the improvements on the hereby mortgaged land to the amount of at least

Four hundred - - - - - 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 her heirs or assigns, to the extent

of her ~~the~~ 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:

*Sylvan Martin Llewellyn* [SEAL]  
*Mary Lou Llewellyn* [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 7th 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 Sylvan Martin Llewellyn and Mary Lou Llewellyn, 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 Elizabeth Whitefield, widow, 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.

*Earl Edmund Waugh*  
Notary Public.

Compared and Made Right  
*Myra L. Folk*  
7-16-54

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 11:00A.M.

**This Mortgage,** Made this 28th day of October in the year  
Nineteen Hundred and Fifty-Four by and between  
HARRY W. FOLK and MYRA L. FOLK, 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 ONE THOUSAND SEVEN HUNDRED AND NO/100-----Dollars (\$1,700.00 ) 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

Thirty Two and 87/100-----Dollars, (\$ 32.87 ) commencing on the 28th day of November, 1954, and on the 28th 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 28th day of October, 1959. 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

Harry W. Folk and Myra L. Folk, his wife,

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 the surface of that lot, piece or parcel of land situate, lying and being in Election District No. 30, in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEING for the same at a point in the center of the State Road known as Route No. 30, and being South 51 degrees 38 minutes West 427.22 feet from Consolidation Engineer's Survey Station No. 12398, which is a copper plug in stone on the West side of street or alley in the Village of Allegany, then with center of before-mentioned State Road (true meridian courses and horizontal distances used throughout) South 51 degrees 40 minutes West 91 feet; then leaving said State Road, North 33 degrees 55 minutes West 139 feet; North 30 degrees 57 minutes East 54.81 feet to the end of the eleventh line of a parcel of land conveyed by Consolidation Coal Company to Earl E. Kroll et ux by deed dated January 4, 1928, and recorded in Liber No. 158 folio 182, among the Land Records of Allegany County, Maryland; then reversing part of said eleventh line, North 51 degrees 12 minutes East 42 feet; then leaving said eleventh line, North 33 degrees 40 minutes East 175 feet to the beginning; containing .34 of an acre, more or less.

BEING the same property which was conveyed to the said Harry W. Folk and Myra L. Folk, his wife, by deed from Consolidation Coal Company dated October 1, 1943, and



recorded in Liber No. 197, folio 508, among said 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

ONE THOUSAND SEVEN HUNDRED AND NO/100 - - - - - (\$ 1,700.00 ) 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 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:

*Ralph M. Race*  
Ralph M. Race

*Harry W. Folk* (SEAL)  
HARRY W. FOLK

*Ralph M. Race*  
Ralph M. Race

*Myra L. Folk* (SEAL)  
MYRA L. FOLK

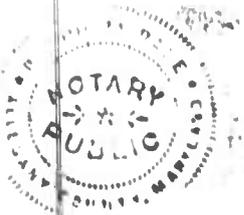
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 28th. day of October 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

HARRY W. FOLK and MYRA L. FOLK, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William C. Decker~~ <sup>G. Alvin Kreiling</sup> 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 ~~William C. Decker~~ <sup>G. Alvin Kreiling</sup> 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

Compared and Mailed Return  
To *Mtge Frostburg Md*  
*Nov 16 1954*

LIBER 308 PAGE 211

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 8:40 A.M.

**This Mortgage**, Made this 29<sup>th</sup> day of October  
in the year Nineteen Hundred and fifty-four, by and between



CLARENCE F. REPHANN and THELMA H. REPHANN, 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



at 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

SIXTEEN HUNDRED- - - - -00/100 DOLLARS (\$1600.00)

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 hereby give, grant, bargain and sell, convey, release and confirm unto the said parties  
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 on  
Centennial Street in the Town of Frostburg, Allegany County, Maryland,  
and more particularly described as follows:

BEGINNING for the same at the end of the second line of all that  
lot or parcel of ground which was conveyed by Charles W. Hunt to  
George W. Hunt, by deed dated November 1, 1904 and recorded among the  
Land Records of Allegany County, Maryland, in Liber No. 96, folio 246,  
and running thence with the south side of Centennial Street (formerly  
known as German Street) North twenty-nine degrees West sixty-six feet  
to the end of the second line of the whole tract of which this is a  
part, and which was conveyed to Charles W. Hunt by John W. Hunt and  
wife, by deed dated June 7, 1898 and recorded among the aforesaid Land  
Records of Allegany County, in Liber No. 83, folio 329, thence with  
the third line of said whole tract South sixty-one degrees West one  
hundred sixty-five feet to an alley, and with it and part of the  
fourth line of the whole tract to the end of the second line of the  
aforesaid deed from Charles W. Hunt to George W. Hunt, thence with  
said third line reversed one hundred sixty-five feet to the place of  
beginning.

IT being the same property which was conveyed to the parties of  
the first part by Thaddious B. Hamill and wife by deed dated March 28,  
1941 and recorded among the Land Records of Allegany County, Maryland,  
in Liber No. 191, folio 30.

**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-

(ONE OF ASSIGNS, HE AND SHALL PAY TO THE SAID PART 7 OF THE SECOND PART, ~~ITS SUCCESSORS~~

~~OF ASSIGNS, THE ALIENED AMOUNT OF~~  
~~SIXTEEN HUNDRED~~ = = = = = 66/100 DOLLARS (\$1600.00)

TOGETHER WITH THE INTEREST THEREON; AND ANY FUTURE ADVANCES MADE AS ALIENED, AS AND WHEN THE SAME SHALL BECOME DUE AND PAYABLE; AND IN THE MEANTIME HE AND SHALL PERFORM, AT THE DISCRETION OF ~~THE SAID PART 7~~ ITSELF PART TO BE PERFORMED, THEN THIS MORTGAGE SHALL BE VOID.

And it is Agreed that upon default be made in the premises, the said part 105 of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and charges hereon in said part 105, in which taxes, mortgage debt and charges hereon, the said part 105 of the first part hereby covenants to pay when lawfully demanded.

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 arrearage, violation of condition of this mortgage, then the aforesaid mortgage debt aforesaid to be hereby assigned shall as then hereon due and payable, and these promises are hereby declared to be made in trust, and the said part 7 of the second part, ~~ITS SUCCESSORS~~ ITSELF ~~AND ASSIGNS, OR~~

COREY, CARSCADEN and GILCHRIST He, his, her or their duly constituted attorney or attorneys are hereby authorized and empowered, at any time thereafter, to sell the premises 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 such sale, secondly, to the payment of all money 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 105 of the first part, ITSELF heirs, or assigns, and in case of default hereon under the above power but no sale, one half of the above commission shall be allowed and paid by the mortgagee, ITSELF representatives, heirs or assigns.

And the said part 105 of the first part further covenants to make faithful, and paying the amount of this mortgage, to keep insured by some insurance company or companies according to the mortgagee or ~~ITS~~ assigns, the improvements on the hereby mortgaged land to

the amount of at least ~~SIXTEEN HUNDRED~~ = = = = = 66/100 (\$1600.00) value, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to make to the benefit of the mortgagee, ~~ITS SUCCESSORS~~ ITSELF or

heirs or assigns, and to place such policy or policies in possession of the mortgagee or the mortgagee may effect said insurance and cause the proceeds thereon when received as part of the mortgage debt.

Witness, the hands and seals of said mortgagee:

Witness (as to Ball,)  
Sells) 11 - 1 - 88

Alvina J. Kipton (seal)  
BERNARD E. JOHNSON  
Helene M. Kipton (seal)  
BERNARD E. JOHNSON

(seal)  
(seal)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 24 day of October  
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 E. REHMAN and PHELPA H. REHMAN, 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. PAUL KAMMERSHED  
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



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

*Clarence E. Rehman*  
Notary Public

Compared and Mailed  
*W. M. G. City*  
Nov 14 1954

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 12:00 noon

**This Mortgage,** Made this 24 day of October

in the year Nineteen Hundred and Fifty-four, by and between  
the Corporation, Trust and their successors of the "Old Times  
Farmers' Valley Loan, Assembly of God, Inc. with Headquarters  
in Springfield, Missouri, Iva L. Grobowski, Chairman, James L.  
Botschwick and Harvey Funk, Board of Trustees,

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

F. PAUL KAMMERSHED, Cashier of the Frostburg National Bank, a banking  
corporation duly incorporated under the laws of the United States,

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



tors or assigns, do and shall pay to the said party of the second part, its successors  
~~COBEY, CARSCADEN and GILCHRIST~~ or assigns, the aforesaid sum of  
SIXTEEN HUNDRED- - - - - 00/100 DOLLARS (\$1600.00)

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 ~~COBEY, CARSCADEN and GILCHRIST~~ 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 SIXTEEN HUNDRED- - - - - 00/100 (\$1600.00) 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 ~~COBEY, CARSCADEN and GILCHRIST~~ 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: (as to Both)  
Rebecca M. Todd

Clarence F. Rephann [Seal]  
CLARENCE F. REPHANN

Thelma H. Rephann [Seal]  
THELMA H. REPHANN

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 27 day of October  
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  
STANLEY E. REPHANI and THELMA H. REPHANI, 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. WALTER KUMMEL, 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  
WITNESS my hand and Notarial Seal the day and year aforesaid.



*Stanley E. Rephani*  
Notary Public

Compared and Mailed  
*W. Myrtle City*  
*Nov 14 1954*

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 12:00 noon

**This Mortgage.** Made this 27<sup>th</sup> day of October

in the year Nineteen Hundred and Fifty-four, by and between  
the Corporation, Trust and State successors of the "Old Times"  
National Bank, Successors of Jod. Inc. with headquarters  
in Springfield, Missouri, by J. J. Johnson, Chairman, James H.  
Waterhouse and Harvey Funk, Board of Directors,

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

and STANLEY E. REPHANI of Cumberland, Maryland, a banking  
corporation duly incorporated under the laws of the United States,

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 Four Thousand (\$4,000.00) Dollars, this day loan the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part in payments of not less than Forty-five (\$45.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

**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 \_\_\_\_\_

party 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 or

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

ALL these lots or parcels of land lying and being in Section \_\_\_\_\_ of Town of Cumberland Valley Addition to Cumberland, in Allegany County, Maryland, described as follows, to-wit:

**BEGINNING** at a point on the easterly side of Light Street at the southwesterly corner of Lot No. 50, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 90 feet, then in an easterly direction with the northerly line of Lot No. 953 110 feet to the westerly side of the Old Valley Road, then with the westerly side of said road in a southerly direction 90 feet to the southeasterly corner of said Lot No. 50, then with the southerly side of said Lot No. 50 in a westerly direction 120 feet to the beginning.

**LOT NO. 955:** BEGINNING at a point on the easterly side of Light Street at the end of the first line of Lot No. 954, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 60 feet, then in an easterly direction 85 feet, more or less, to the westerly side of the "Old Valley Road", thence with the westerly side of said Valley Road in a southerly direction 60 feet to the end of the second line of Lot No. 954, thence with the second line reversed in a westerly direction 95 feet, more or less, to the beginning.

**LOT NO. 954:** BEGINNING for the same on the easterly side of Light Street at the end of the first line of Lot No. 953, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 60 feet, thence in an easterly direction 95 feet, more or less, to the westerly side of the Old Valley Road, thence with the westerly side of said Valley Road, in a southerly direction 60 feet, more or less, to the end of the second line of Lot No. 953, thence with said second line reversed in a westerly direction 110 feet, more or less, to the beginning.

with the same property which was conveyed to the party of the first part by Edward \_\_\_\_\_ Johnston and Ethel H. Johnston, his wife, by deed dated the 24th day of May, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 215, folio 498.

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 \_\_\_\_\_ party of the first part, its or their ~~SUCCESSORS~~ \_\_\_\_\_ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors \_\_\_\_\_

~~executor~~ \_\_\_\_\_ administrator or assigns, the aforesaid sum of \_\_\_\_\_ 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 \_\_\_\_\_

party 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 \_\_\_\_\_

\_\_\_\_\_ party of the first part, its successors or assigns, 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 \_\_\_\_\_

\_\_\_\_\_ party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William L. Somerville, its 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 party of the first part, its or their successors \_\_\_\_\_ 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 or their~~ <sup>successors</sup> representatives, ~~heirs or assigns.~~

And the said \_\_\_\_\_ party of the first part, its or their successors or assigns \_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_ 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 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 mortgagor The Congregation, Trustees and their successors of the "Glad Tidings Tabernacle" Valley Road, with Headquarters in Springfield, Missouri.

Attest: \_\_\_\_\_ By Elva C. Brotemarkle [SEAL]  
Elva C. Brotemarkle, Chairman  
James H. Brotemarkle [SEAL]  
James H. Brotemarkle,  
H. B. Funk H. F. [SEAL]  
Harvey Funk Harvey Funk  
BOARD OF TRUSTEES [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 29<sup>th</sup> day of October 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 Elva C. Brotemarkle, Chairman, James H. Brotemarkle, and Harvey Funk, Board of Trustees, of the mortgagor, and each \_\_\_\_\_ acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared \_\_\_\_\_

**Whereas,** The party of the first part is indebted unto the party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, this day loan the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part in payments of not less than Forty-five (\$45.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

**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

party 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 or

~~assigns~~ assigns, the following property, to-wit:

ALL these lots or parcels of land lying and being in Section of Bowman's Cumberland Valley Addition to Cumberland, in Allegany County, Maryland, described as follows, to-wit:

**BEGINNING** at a point on the easterly side of Light Street at the southwesterly corner of Lot No. 50, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 90 feet, then in an easterly direction with the northerly line of Lot No. 953 110 feet to the westerly side of the Old Valley Road, then with the westerly side of said road in a southerly direction 90 feet to the southeasterly corner of said Lot No. 50, then with the southerly side of said Lot No. 50 in a westerly direction 120 feet to the beginning.

**LOT NO. 955:** **BEGINNING** at a point on the easterly side of Light Street at the end of the first line of Lot No. 954, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 60 feet, then in an easterly direction 85 feet, more or less, to the westerly side of the "Old Valley Road", thence with the westerly side of said Valley Road in a southerly direction 60 feet to the end of the second line of Lot No. 954, thence with the second line reversed in a westerly direction 95 feet, more or less, to the beginning.

**LOT NO. 954:** **BEGINNING** for the same on the easterly side of Light Street at the end of the first line of Lot No. 953, and running thence with the easterly side of Light Street North 29 degrees 33 minutes East 60 feet, thence in an easterly direction 95 feet, more or less, to the westerly side of the Old Valley Road, thence with the westerly side of said Valley Road, in a southerly direction 60 feet, more or less, to the end of the second line of Lot No. 953, thence with said second line reversed in a westerly direction 110 feet, more or less, to the beginning.

with the same property which was conveyed to the party of the first part by Edward C. Johnston and Ethel C. Johnston, his wife, by deed dated the 24th day of May, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 215, folio 498.

**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 party of the first part, its or their

~~SUCCESSORS~~ ~~heirs, executors, administrators~~ or assigns, do and shall pay to the said party of the second part, its successors

~~executor, administrator~~ or assigns, the aforesaid sum of

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

party 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 \_\_\_\_\_

\_\_\_\_\_ party of the first part, its successors or assigns, 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 \_\_\_\_\_

\_\_\_\_\_ party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William L. Somerville, its 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 party of the first part, its or their successors ~~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 or their successors ~~heirs~~ or assigns.

And the said party of the first part, its or their successors or assigns 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 \_\_\_\_\_

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 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 mortgagor The Congregation, Trustees and their successors of the "Glad Tidings Tabernacle" Valley Road, with Headquarters in Springfield, Missouri.

Attest: \_\_\_\_\_ By Elva C. Brotemarkle [SEAL]  
Elva C. Brotemarkle, Chairman  
James H. Brotemarkle [SEAL]  
James H. Brotemarkle,  
H. B. Funk H. F. [SEAL]  
Harvey Funk Harvey Funk  
BOARD OF TRUSTEES [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 29<sup>th</sup> day of October 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 Elva C. Brotemarkle, Chairman, James H. Brotemarkle, and Harvey Funk, Board of Trustees, of the mortgagor, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared \_\_\_\_\_

John H. Mosner, Cashier of  
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.



*Charles E. Shaffer*

Notary Public.

Compared and Mailed  
To Mtg. Post Office, City  
Nov. 16, 1954

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 11:40 A.M.

SECOND

**This Mortgage,** Made this 1<sup>ST</sup> day of NOVEMBER  
in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

Duane F. Shaffer and Betty L. Shaffer, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and \_\_\_\_\_

Kenneth L. Shaffer

of Allegany County, in the State of Maryland

part y \_\_\_\_\_ of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and  
bona fide indebted unto the said party of the second part in the full  
and just sum of \$3867.31 and to secure the payment together with the  
interest thereon when and as the same may become due and payable this  
mortgage is given.

And the mortgagors agree to pay to said mortgagee the sum of  
\$28.02 each and every month accounting from the date of November  
the 1<sup>ST</sup>, 1954 to be applied on the principal sum of said  
mortgage debt.

It is agreed by the mortgagors and the mortgagee that the prin-  
cipal sum of said mortgage debt shall bear interest at the rate of  
4% per annum, payable monthly.

**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 \_\_\_\_\_

Duane F. Shaffer and Betty L. Shaffer, his wife,  
do give, grant, bargain and sell, convey, release and confirm unto the said  
Kenneth L. Shaffer, his  
heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being in the Town of Eilerslie, in Allegany County, in the State of Maryland, known and designated as Lot No. 2, on the Plat of Albright's Addition to Albright's Fourth Addition to the Town of Eilerslie, and which said lot is bounded and described as follows, to-wit:

Beginning at the intersection of the easterly side of the State Road with the northerly side of Albright's Alley, and running then with the easterly side of said State Road, North 4 degrees 40 minutes East 46-5/10 feet, then South 86 degrees East 138-95/100 feet to the westerly side of Orchard Alley, then with the westerly side of said alley, South 4 degrees 40 minutes West 46-5/10 feet to its intersection with the northerly side of Albright's Alley, then with the westerly side of said Albright's Alley, North 86 degrees West 138-95/100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Kenneth L. Shaffer and Mary C. Shaffer, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

**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 Duane F. Shaffer and Betty L. Shaffer,  
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said  
Kenneth L. Shaffer  
executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

Three Thousand Eight Hundred Sixty-seven & 31/100 --- (\$3867.31)  
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 \_\_\_\_\_  
Duane F. Shaffer and Betty L. Shaffer, 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 \_\_\_\_\_

Duane F. Shaffer and Betty L. Shaffer, 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 \_\_\_\_\_

Kenneth L. Shaffer

heirs, executors, administrators and assigns, or George W. Legge  
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 Duane F. Shaffer and Betty L. Shaffer, 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 Duane F. Shaffer and Betty L. Shaffer, 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 his \_\_\_\_\_ assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand Eight Hundred Sixty-seven & 31/100 - (\$3867.31) 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, his \_\_\_\_\_ 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:

William H. Harman \_\_\_\_\_ Duane F. Shaffer [SEAL]  
Betty L. Shaffer [SEAL]

State of Maryland,  
Allegany County, to-wit:

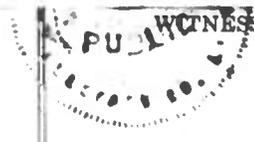
I hereby certify, That on this 1st day of NOVEMBER  
in the year nineteen Hundred and Fifty-four \_\_\_\_\_, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

Duane F. Shaffer and Betty L. Shaffer, his wife,

and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared \_\_\_\_\_

Kenneth L. Shaffer

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.

*William H. Harman*

Notary Public.

Compared and Mailed *Delivered*  
To *Mt. Airy City*  
*Nov. 16 1954*

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 12:00 on

**This Mortgage,** Made this 1<sup>st</sup> day of November  
in the year Nineteen Hundred and Fifty four, by and between

WILLARD L. COLLINS and MELBA W. COLLINS, his wife,

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

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

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



**Whereas,** The parties of the first part are indebted unto the party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars this day loaned the parties of the first part which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than Forty-five (\$45.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

**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  
party of the second part, its successors or  
heirs and assigns, the following property, to-wit:

ALL that lot of ground situated in District No. 7, in Allegany County, Maryland, known as Lot No. 14 of Wilson's Addition,

and described as follows:

BEGINNING at a Cedar post on the south side of McMullen Highway, said point being in the division line between R. C. Wilson and E. J. Barton, and being also South 46 degrees 50 minutes East, 40 feet from the end of the third line of Lot No. 13 in Wilson's addition, and running along said division line South 46 degrees 50 minutes East 436 feet; then leaving said division line and running South 30 degrees West 100 feet; thence North 46 degrees 50 minutes West 436 feet to the south side of McMullen Highway, and with it North 30 degrees East 100 feet to the point of beginning. Contain- ing one acre, more or less.

BEING the same property which was conveyed to the parties of the first part by Robert C. Wilson, et ux., by deed dated Novem- ber 14, 1940, and recorded among the Land Records of Allegany County in Liber No. 188, folio 447.

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 ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

Four Thousand (\$4,000.00) 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 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 in- terest 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

party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William M. Somerville, its, 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 Cum- berland, 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's, 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 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 fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ 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 mortgagor:

Attest:

*[Handwritten signatures]*  
Willard E. Collins [SEAL]  
Phelma W. Collins [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 1st day of November 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 Willard E. Collins and Phelma W. Collins, 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 \_\_\_\_\_

John H. Rosner, Cashier of 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.

*[Handwritten signature]*  
Notary Public.



Compared and Mailed ~~delivered~~  
To Wm. J. Frostburg Md.  
Nov 16 19 54

LIBER 308 PAGE 222

FILED AND RECORDED NOVEMBER 1<sup>st</sup> 1954 at 8:40 A.M.

**This Mortgage**, Made this 29<sup>th</sup> day of October  
in the year Nineteen Hundred and fifty-four, by and between

RICHARD F. WIEBRECHT and VIRGINIA L. WIEBRECHT, his wife

of Allegheny 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

Frostburg, Allegheny 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

THREE THOUSAND FOUR HUNDRED SIXTY - - 00/100 DOLLARS (\$3,460.00)

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 hereby give, grant, bargain and sell, convey, release and confirm unto the said party  
of the second part, its successors ~~here~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground in Frostburg, Allegheny  
County, Maryland, and known as Lot No. 1 of Block No. 19 of Beall's  
First Addition, a Plat of which addition is recorded in Deeds Liber  
No. 70, folio 720, among the Land Records of Allegheny County, Maryland,  
and being the same property which was conveyed by Edith M. Shewbridge,  
and others to Richard F. Wiebrecht and wife by deed dated December 8,  
1947, and recorded in Deeds Liber No. 218, folio 413, among the Land  
Records of Allegheny County, Maryland, reference to which Plat and 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  
~~executors, administrators~~ or assigns, the aforesaid sum of  
THREE THOUSAND FOUR HUNDRED SIXTY 00/100 DOLLARS (\$3,460.00)

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 ~~heirs, assigns 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 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 assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND FOUR HUNDRED SIXTY 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 insure 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 hands and seals of said mortgagors.

Witness: *(as to Both)*

Ruth M. Todd

Richard F. Wiebrecht [Seal]  
RICHARD F. WIEBRECHT

Virginia L. Wiebrecht [Seal]  
VIRGINIA L. WIEBRECHT

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

**I hereby certify**, That on this 29<sup>th</sup> day of October  
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 F. WIEBRECHT and VIRGINIA L. WIEBRECHT, 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 further made oath that he is the cashier of said Bank and duly authorized by it to make this



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

*Ruth M. Todd*  
Notary Public

*Compared and Mailed University  
to Wright Frostburg Md  
Nov 16 1954*

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 10:20 A.M.

PURCHASE MONEY

**This Mortgage.** Made this 29th. day of October in the year  
Nineteen Hundred and Fifty-Four by and between

JOSEPH E. WILLIAMS and HELEN L. WILLIAMS, 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 ~~SEVENTY EIGHT DOLLARS AND NO/100~~ ----- Dollars (\$~~78.00~~) with interest at the rate of four & 1/2 per centum (4 1/2%) 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-eight ----- 20/00 Dollars, (\$48.20) commencing on the 1st. day of December, 1954, and on the 1st. 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 29th. day of October, 1969, ~~1958~~. 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

Joseph E. Williams and Helen L. Williams, his wife,

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:

October 25th.,

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 THREE HUNDRED AND NO/100- - - - - (\$ 6,300.00 ) 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 or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee,



and above written.



*Ralph M. Race*  
Ralph M. Race Notary Public

Compared and Mailed Delivered  
To *Witges City*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 1:30 P.M.

THIS MORTGAGE, Made this 29<sup>th</sup> day of October, 1954, by and between HARRY F. BRANT and EDITH BRANT, 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 One Thousand Six Hundred (\$1,600.00) 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 Forty Eight Dollars and Sixty Eight Cents (\$48.68) on account of interest and principal, payments to begin on the 29<sup>th</sup> day of November, 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:

ALL that lot or parcel of ground known as Lot Number Two Hundred and Fifty (250) in Walsh's Addition to the City of Cumberland, and located at the corner of Mary Street and Lexington Avenue, in South Cumberland, Allegany County, Maryland; excepting therefrom all that portion of said Lot Number Two Hundred and Fifty (250) in Walsh's Addition to the City of Cumberland which was conveyed by Harry F. Brant and Wife to H. C. Harbaugh and Wife by deed dated the 2nd. day of January, 1954, and recorded in Liber No. 255, folio 482, one of the Land Records of Allegany County, Maryland, being the southerly one-half of said Lot Number Two Hundred and Fifty (250).

It being the same property conveyed to the parties of the first part by Charlotte Welsch et vir, et al., by deed dated the 4th day of September, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 255, folio 479.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto 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 Six Hundred (\$1,600.00) 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 Six Hundred (\$1,600.00) 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 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:

Harry F. Brant (SEAL)  
Harry F. Brant

A. C. Landis

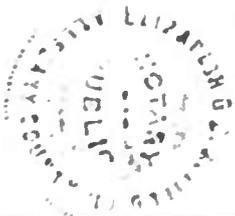
Edith Brant (SEAL)  
Edith Brant

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HARRY F. BRANT and EDITH BRANT, 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.



Elizabeth H. Braggie  
Notary Public  
My Commission expires May 2, 1955

Compared and Mailed Delivered  
 To *Perrin & Perrin*  
 70 Pershing St. City  
 Nov. 16 1954

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 11:20 A.M.

**This Mortgage,** Made this 3<sup>rd</sup> day of November,  
 in the year Nineteen Hundred and Fifty Four, by and between

Andrew M. McIntyre and Mary M. McIntyre, his wife,

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



Edward A. Keeney and May V. Keeney, his wife,

of Bedford County, in the State of Pennsylvania  
 parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Edward A. Keeney and May V. Keeney, his wife, as tenants by the entireties, in the full and just sum of Five Thousand (\$5,000.00) Dollars for which they have given their promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars, interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be then applied first to interest balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

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 ground situated on the South side of Greene Street, in the City of Cumberland and in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the point of intersection of the South side of Greene Street with the division line of the former Frank Winn property and the property conveyed by Tasker G. Lowndes to the Standard Oil Company of New Jersey by deed dated the 9th day of May, 1927, and



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 Cum-  
berland, 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

Five Thousand (\$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 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 mortgagees, 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:

Regina D. Santorini Andrew M. McIntyre [SEAL]  
Andrew M. McIntyre  
Regina D. Santorini Mary M. McIntyre [SEAL]  
Mary M. McIntyre

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 3rd day of November,  
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  
Andrew M. McIntyre and Mary M. McIntyre, his wife,

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

C. Eugena Perrin, 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 that he is the Agent of said  
mortgagees and duly authorized by them to make this affidavit.

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

Regina D. Santorini  
Notary Public

Compared and ~~Noted~~ Delivered &  
To *Mtgo City*  
*Nov 16 1954*

LIBER 308 PAGE 234

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 10:45 A.M.

**This Mortgage,** Made this *29<sup>th</sup>* day of

October in the year nineteen hundred and fifty-four, by and between

Dewey G. Burns and Freida Burns, 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

Dewey G. Burns and Freida Burns, 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 December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE PRICE  
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

Dewey G. Burns and Freida Burns, 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 on the Northwest side of  
Main Street in the Town of Lonaconing, Allegany County, Maryland, and  
more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northwest  
side of Main Street, Lonaconing, Allegany County, Maryland, said  
point being distant South 20 degrees West 104.25 feet from the South-  
west corner of the John Berry lot and running thence with said North-  
west side of Main Street, South 39 degrees West 16.11 feet, thence  
North 51 degrees 30 minutes West 75 feet to a stake on the third line  
of the deed from the Georges Creek Coal and Iron Company to James and  
William Bell dated January 19, 1870, and recorded in Liber No. 31,  
Folio 91 and 92, one of the Land Records of Allegany County, Maryland;  
thence with a part of said third line, North 30 degrees East 15.6 feet  
to a stake, thence South 51 degrees 49 minutes East 75 feet to the  
beginning.

It being the same property which was conveyed unto the  
said Mortgagors by Jeannette C. Johnson, Executrix of the Last Will  
and Testament of George D. Campbell, dated the *29* day of October,  
1954, and to be duly filed for record among the Land Records of Alle-  
gany 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 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 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 212 of the Laws of Maryland passed at the January session in the year 1915 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 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:

Dewey G. Burns (SEAL)  
Dewey G. Burns

James S. McEneaney

Freda Burns (SEAL)  
Freda Burns

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of October 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

Dewey G. Burns and Freida Burns, 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. McEneaney  
Notary Public



Marked  
Compared and Marked Delivered  
To William C. Hale City City  
Nov. 16 1954

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 3:00 P.M.

THIS PURCHASE MONEY MORTGAGE, Made this 29th day of September, 1954, by and between Tennessee Valley Broadcasting Corporation, a corporation organized and existing under the laws of the State of Delaware, hereinafter sometimes called the Mortgagor, party of the first part, and George H. Clinton, of Parkersburg, West Virginia, Trustee for Charles E. Smith, Ben K. Baer, Howard L. Chernoff, Edwina S. Clinton, Frank A. Baer, Helen K. Baer, Melva G. Chernoff, May K. Ames, Trustee, Lydia Busek, and George H. Clinton, being all the stockholders of Maryland Radio Corporation, a Maryland Corporation now in process of liquidation, hereinafter sometimes called the Mortgagee, party of the second part, WITNESSETH:

WHEREAS, said Mortgagor stands indebted unto said Mortgagee in the full and just sum of Sixty Thousand Dollars (\$60,000.00), being part of the purchase price of the property hereinafter mentioned and described, which said sum of Sixty

Thousand Dollars (\$60,000.00) is to be repaid at the rate of Three Thousand Dollars (\$3,000.00) each three months, accounting from January 1, 1955, with interest meanwhile at the rate of five per centum (5%) per annum, payable quarterly on the unpaid balances of said debt, as evidenced by twenty promissory notes of even date herewith and payable quarterly as aforesaid, with the privilege to said Mortgagor of prepaying all or any part of said mortgage debt on any interest payment date, and

WHEREAS, it was a condition precedent to making said loan that this mortgage be given to secure the payment thereof, together with interest as aforesaid,

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 Tennessee Valley Broadcasting Corporation does hereby give, grant, bargain and sell, convey, release and confirm unto the said Mortgagee, his heirs, personal representatives, successors and assigns, all the following real and personal property located in Allegany County, Maryland, to wit:

1. All that piece and parcel of land situate, lying and being in Allegany County, Maryland, and more particularly described as follows:

BEGINNING at an iron pipe stake standing in the Westerly line of the piece of land intended to be conveyed, and it being also the beginning point of a tract of land conveyed by The Crichton Company to the State of Maryland, by deed dated April 20, 1944, and recorded among the Land Records of Allegany County, in Liber No. 199, folio 627, and running thence North 49 degrees 48 minutes West 335.15 feet to an iron pipe, thence North 40 degrees 12 minutes East 476 feet to an iron pipe, thence South 49 degrees 48 minutes East 476 feet, thence South 40 degrees 12 minutes West 405 feet to an iron pipe stake standing at the end of the second line of the parcel of ground conveyed to the State of Maryland by the aforementioned deed from The Crichton Company, thence reversing the second and first lines of said deed, North 49 degrees 48 minutes West 140.85 feet to an iron pipe stake, thence South 40 degrees 12 minutes West 71 feet to the place of beginning.

IT being the same property which was conveyed to said Mortgagor by Charles E. Smith, et al, Trustees of Maryland Radio Corporation for purposes of liquidation, et al, by deed of even

date herewith and to be recorded among the Land Records of said Allegany County, Maryland, reference to which said deed and records is hereby made.

2. All the personal property, fixtures and equipment located in the studio and offices of Maryland Radio Corporation, which conducts Radio Station WTBO in Cumberland, Maryland, located on the third floor and in one office on the second floor of the Commercial Savings Bank Building, situated at the corner of Frederick and North Liberty Streets, Cumberland, Maryland, and all the personal property, fixtures and equipment constituting the transmitter plant of said Maryland Radio Corporation located in Constitution Park, Cumberland, Maryland, on land leased from the Mayor and City Council of Cumberland, Maryland, all of which said personal property, fixtures and equipment is more particularly listed and described in a Bill of Sale given by Charles E. Smith, et al, Trustees of Maryland Radio Corporation for purposes of liquidation, et al, to the aforesaid Mortgagor, Tennessee Valley Broadcasting Corporation, dated September 24, 1954, and to be recorded among the records of the Clerk of Court for Allegany County, Maryland, together with all other personal property, fixtures and equipment located in said Allegany County, Maryland, and conveyed by said Bill of Sale, including all renewals or replacements thereof or substitution for the same, and all additional office furniture, fixtures and equipment which may be acquired and installed by said Mortgagor in connection with the operation of the aforesaid radio station having the call letters WTBO, and reference to said Bill of Sale is hereby specifically made for the purpose of better identifying the personal property, fixtures and equipment herein intended to be mortgaged.

TOGETHER with the buildings and improvements on the aforesaid real estate of said Mortgagor and on the land leased by said Mortgagor, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Tennessee Valley Broadcasting Corporation, its successors or assigns, do and shall pay to the said George H. Clinton, Trustee as aforesaid, his heirs, personal representatives, successors and assigns, the aforesaid sum of Sixty Thousand Dollars (\$60,000.00), 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 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 Tennessee Valley Broadcasting Corporation 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 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 George H. Clinton, Trustee as aforesaid, his heirs, personal representatives, successors and assigns, or William C. Walsh, 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 Tennessee Valley Broadcasting Corporation, 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 representatives, successors or assigns.

A default shall occur under this mortgage when any of the aforesaid Three Thousand Dollar notes shall remain unpaid for a period of sixty days from the date upon which it becomes due, and twenty days' notice of such non-payment has been given the Mortgagor, and payment of the note due has not been made within said twenty day period, and thereupon the entire balance of said debt shall immediately become due and payable, together with all interest thereon to the date of payment, and at any time after any such default occurs, foreclosure proceedings under this mortgage may be instituted as hereinbefore provided.

The sale and delivery at public sale of such property shall confer no right upon the purchaser of such property, directly or indirectly, to operate any broadcasting station or broadcasting equipment thereby acquired, unless and until written consent has been applied for by the Mortgagor and obtained from the Federal Communications Commission.

Mortgagor shall complete, execute and deliver to the purchaser at public sale such application or applications to the Federal Communications Commission as said purchaser may request to permit such purchaser's ownership and operation of any broadcasting station or broadcasting equipment acquired by such purchaser at such public sale.

AND the said Mortgagor 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 his heirs, personal representatives, successors or assigns, the property hereby mortgaged to the amount of at least FORTY THOUSAND (\$40,000.00) 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, his heirs, personal representatives, successors or assigns, to the extent of his 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.

IN WITNESS WHEREOF, Tennessee Valley Broadcasting Corporation, the Mortgagor herein, has executed this mortgage the day and year first above written.

ATTEST:

TENNESSEE VALLEY BROADCASTING CORPORATION

*James B. Hyman*  
Secretary

By *Arthur William German*  
President



STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur William German, President of Tennessee Valley Broadcasting Corporation, and acknowledged the foregoing instrument to be the



And Whereas, this mortgage shall also secure futuro 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, the said James Milton Johnson and Alma E. Johnson, his wife, and James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

**FIRST:** All that lot or parcel of ground situated on the Westerly side of LaVale Boulevard in LaVale Boulevard Section on the National Turnpike west of the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 55 on the plat of said Addition and more particularly 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. 54 of said Addition, and running thence with the Westerly side of LaVale Boulevard North 48 degrees and 20 minutes West 50 feet, thence at right angles to said Boulevard, South 41 degrees and 40 minutes West 130 feet to the Easterly side of Garage Lane "C", thence with the Easterly side thereof, South 48 degrees and 20 minutes East 50 feet to the end of the second line of said Lot No. 54, thence reversing said second line, North 41 degrees and 40 minutes East 130 feet to the place of beginning.

It being the same property which was conveyed unto the said James Milton Johnson, James Frederick Goss and Harry F. Goss, by Samuel Miller Shaffer and Mary Louise Shaffer, his wife, by deed dated March 13, 1954, and recorded in Liber 257, folio 565, one of the Land Records of Allegany County, Maryland.

**SECOND:** All that lot or parcel of ground lying and being in Election District No. 29 in Allegany County, Maryland, the same being Lot No. 54 in LaVale Boulevard Section, a suburb of the City of Cumberland, Maryland, a plat of which is recorded in Liber No. 137, folio 499, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said James Milton Johnson, James Frederick Goss and Harry F. Goss, by Jennie R. Lazarus, et vir, et al, by deed dated April 17, 1954, and recorded in Liber 258, folio 223, 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 James Milton Johnson and Alma E. Johnson, his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, his wife, 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 Ten Thousand and no/100----- Dollars (\$ 10,000.00 ) 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 James Milton Johnson and Alma E. Johnson, his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, 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 Milton Johnson and Alma E. Johnson his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, 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 Whiting

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 James Milton Johnson and Alma E. Johnson, his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, 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 James Milton Johnson and Alma E. Johnson, his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, 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

Ten 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 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 hand and seal of the said mortgagor s

Attest:

Ellen McCarty \_\_\_\_\_  
James Milton Johnson [SEAL]  
Alma E. Johnson [SEAL]  
James Frederick Goss [SEAL]  
Shirley L. Goss [SEAL]  
Harry F. Goss (SEAL)  
Mary F. Goss (SEAL)

State of Maryland,  
Allegany County, to wit:

I hereby certify, That on this 3rd day of November 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 Milton Johnson and Alma E. Johnson, his wife, James Frederick Goss and Shirley L. Goss, his wife, and Harry F. Goss and Mary F. Goss, his wife,

and they 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 Cumberland, 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 Cumberland, Maryland and duly authorized to make this affidavit.



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

*Ethel McPartly*

Notary Public.

Compared and Mailed Baltimore

To Carl E Manger Attorney  
Nov 16 19 54

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 10:00 A.M.

**This Mortgage,** Made this 30<sup>th</sup> day of October

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

Grace Tipton, widow,

of Allegany County, in the State of Maryland

party of the first part, and Ashley O. Wiegand

of Wayne County, in the State of Michigan

party of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Two Thousand Six Hundred (\$2,600.00) Dollars and which said principal sum or any balance thereof shall bear interest at the rate of 4% per annum, and which principal sum and interest shall be repaid in equal monthly installments of Twenty (\$20.00) Dollars per month, and out of which said monthly payments first shall be computed and deducted the interest on said principal sum or any balance thereof, and the balance of said monthly payment to be applied to the reduction of said principal sum; with the right reserved unto the Party of the First Part to prepay any or all of said principal sum and interest prior to 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 thereof, together with the interest thereon, the said Grace Tipton

do es give, grant, bargain and sell, convey, release and confirm unto the said Ashley O. Wiegand, his

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





Grace Tipton

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

Ashley O. Wiegand, his

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 ~~Chesapeake~~ 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

Grace Tipton, her 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, her representatives, heirs or assigns.

And the said Grace Tipton

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 her assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Six Hundred - - - - - 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 her heirs or assigns, to the extent of her ~~XXXXXX~~ 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:

Earl E. Manges Grace Tipton [SEAL]  
Grace Tipton

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 30<sup>th</sup> day of October

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 Grace Tipton

and                      acknowledged the foregoing mortgage to be her

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



Earl E. Manges  
Notary Public.

STATE OF MICHIGAN, COUNTY OF WAYNE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October, 1954, before me, the subscriber, a Notary Public of the State and County, aforesaid, personally appeared Ashley O. Wiegand, 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:



*Bernard D. Hoernig*  
NOTARY PUBLIC

My Commission expires August 15th, 1954.

*Compared and Mailed Delivery  
to Mtg. Trust Co. Inc.  
Nov 16 1954*

FILED AND RECORDED NOVEMBER 3<sup>rd</sup> 1954 at 10:30 A.M.  
PURCHASE MONEY

**This Mortgage,** Made this 1st. day of November in the year  
Nineteen Hundred and Fifty -Four by and between

WILLIAM M. THOMAS and MADELYN HADDIX THOMAS, 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 FIFTEEN THOUSAND AND NO/100- - - - - Dollars (\$15,000.00 ) with interest at the rate of Four 1/2 per centum (4 1/2 %) 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 instalments of

One Hundred and thirty-five - - - - - 01/00 Dollars,

(\$ 135.01 ) commencing on the 1st. day of December, 1954, and on the 1st. 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 1st. day of November, 1966. 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

William M. Thomas and Madelyn Maddix Thomas, his wife,

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 those two pieces or parcels of ground situated at the south corner of the intersection of West Main Street with South Water Street, in the town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

**FIRST PARCEL:** Beginning for the same at a point on the southwest side of West Main Street, at its intersection with the southeast side of South Water Street; said point of beginning being at or near the end of the first line of the aforesaid original lot No. 21, and being, also, at the intersection of two reference lines, viz: at the end of 63.45 feet on a line drawn North 41 degrees West from the North corner of the Eleanor building (corner of Column Base Stone) and at the end of 63.60 feet on a line drawn South 48 degrees 22 minutes West from the West corner of the American Legion Building (corner of brick wall) and running thence with Water Street and coincident with the outer face of the Northwest wall of the two-story store and apartment building erected upon the premises herein intended to be conveyed, South 49 degrees 2 minutes West 68.60 feet to the West corner of said store and apartment building; thence with the outer face of the Southwest wall of said building, South 40 degrees 37 minutes East 29.05 feet; thence with the outer face of the South-

east wall of said building and extending the same, North 49 degrees 2 minutes East 68.80 feet to a point distant .59 of a foot from the East corner of said building and at the end of 34.40 feet on the hereinbefore first mentioned reference line; thence with the remainder of said reference line and with West Main Street, North 41 degrees West 29.05 feet to the beginning.

**SECOND PARCEL:** All the right, title and interest of said first parties in and to that lot, piece or parcel of ground adjoining said First Parcel and which is more particularly described as follows, to-wit:

**BEGINNING** for the same at a point on the Southwest side of West Main Street, said point being at the North corner of the Eleanor Building (corner of Column Base Stone), and running thence with West Main Street, North 41 degrees West 34.40 feet to the end of the third line of the above described first parcel; thence reversing the third and second lines thereof, South 49 degrees 2 minutes West 68.80 feet; North 40 degrees 37 minutes West 29.05 feet to South Water Street; thence with said Street, South 50 degrees 47 minutes West 17.46 feet; South 49 degrees 12 minutes West 76.80 feet to West Mechanic Street; thence with said Street, South 40 degrees 47 minutes East 63.96 feet to the "Eleanor Property" and with it, said line being coincident with the line of cleavage between the Green Chevrolet Company's building and the Eleanor Hall building, North 49 degrees 24 minutes East 76.19 feet; thence North 49 degrees 6 minutes East 63.80 feet to a westerly corner of the Eleanor building; thence with the line of cleavage between the Eleanor and Finzel buildings, North 48 degrees 15 minutes West 23.14 feet to the beginning.

**BEING** the same properties which were conveyed to the said William M. Thomas and Madelyn Maddix Thomas, his wife, by deed from James H. Tennant and Nellie Hager Tennant, his wife, and Richard T. Hamill and Nellie Keedy Hamill, his wife, of even date herewith, which is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price for the above described property and is in whole a PURCHASE MONEY MORTGAGE. Special reference is hereby made to said deed and plat thereto attached for a further description of said property and to the leases to which said Second Parcel is subject.

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 Alleghany 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

FIFTEEN THOUSAND AND NO/100- - - - - (\$15,000.00 ) 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 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:

Ralph M. Race

Ralph M. Race

*William M. Thomas* (SEAL)  
WILLIAM M. THOMAS

*Madelyn Haddy Thomas* (SEAL)  
MADELYN HADDY THOMAS

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1st. day of November 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 M. THOMAS and MADELYN HADDIX THOMAS, 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, 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 William B. Yates 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 Notary Public

Compared and Mailed Delivered To Geo. H. Lingo Atty. City Nov. 16 1954

FILED AND RECORDED NOVEMBER 4 1954 at 11:45 A.M.

This Mortgage, Made this 4TH day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between

Louise A. Murphy and John J. Murphy, her husband,

of Allegany County, in the State of Maryland, part 1 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 Two Thousand Eight Hundred Fifty & 00/100 - - (\$2850.00) - 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 Forty & 98/100 - - - - - (\$40.98) - - - - - 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 those two lots or parcels of ground situate, lying and being in the City of Cumberland, Allegany County, State of Maryland, and designated on the plat of the Humbird Land and Improvement Company's Addition to South Cumberland, as Lots Nos. 543 and 544, and more particularly described as follows, to-wit:

Lot No. 543: Beginning for the same on the south side of Potomac Street at the end of the first line of Lot No. 542, and running then with said street South  $53\frac{1}{2}$  degrees East 30 feet, then South  $36\frac{1}{2}$  degrees West 150 feet to an alley; then with said alley North  $53\frac{1}{2}$  degrees West 30 feet to the end of the second line of Lot No. 542, then with said second line reversed, North  $36\frac{1}{2}$  degrees East 150 feet to the beginning.

Lot No. 544: Beginning for the same on the south side of Potomac Street at the end of the first line of Lot No. 543, and running then with said street South  $53\frac{1}{2}$  degrees East 30 feet; then South  $36\frac{1}{2}$  degrees West 150 feet to an alley, then with said alley North  $53\frac{1}{2}$  degrees West 30 feet to the end of the second line of Lot No. 543, then with said second line reversed, North  $36\frac{1}{2}$  degrees East 150 feet to the place of beginning.

It being the same property which was conveyed to Louise G. McCulley, now intermarried with John J. Murphy and Josephine McCulley now intermarried with Raymond V. Deblasio by Charles William McCulley, widower, and others, by deed dated March 21, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 187, folio 287; and the interest of the said Josephine McCulley Deblasio and Raymond V. Deblasio, her husband, having been conveyed to the said Louise G. Murphy and John J. Murphy, her husband, by deed dated the 1st day of August, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 204, folio 615.

"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 mortgagor<sup>s</sup> 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<sup>s</sup> 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 Two Thousand Eight Hundred Fifty & 00/100 - (\$2850.00) 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 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. Hamlin*  
*Louise C. Murphy* [SEAL]  
*John J. Murphy* [SEAL]  
Louise A. Murphy  
John J. Murphy

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4TH day of NOVEMBER 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

Louise A. Murphy and John J. Murphy, her husband,

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. Hamlin*  
Notary Public.

Compare and return  
to Geo W Legge  
Not 12

FILED AND RECORDED NOVEMBER 4<sup>th</sup> 1954 at 11:45 A.M.

purchase money  
**This Mortgage**, Made this 3rd day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between Russell L. Livengood, Jr., and Doris Lee Livengood, 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, 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 & 00/100 - - - - - (\$6,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in instalments with interest thereon from the date hereof, at the rate of 3 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-seven & 96/100 - - - - - (\$37.96) - - - - - 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:

FIRST: All that lot or parcel of ground situated on the northeasterly side of Linden Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot E of the Sub-Division of Lots Nos. 190, 191 and part of 189 in Gephart's Bedford Road Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the northeasterly side of Linden Street at the end of the first line of Lot D of said Sub-Division, said point being also distant North 52 degrees and 15 minutes West 27.4 feet from the intersection of the northeasterly side of Linden Street with the northwesterly side of Davidson Street, and running then with the northeasterly side of Linden Street, South 52 degrees and 15 minutes East 27.4 feet to the northwesterly side of Davidson Street, then with said side of said street, North 38 degrees and 57 minutes East 73.6 feet, then North 18 degrees and 55 minutes West 29.6 feet to the end of the second line of said Lot D, then with said second line reversed, South 37 degrees and 10 minutes West 75.3 feet to the northeasterly side of Linden Street, at the place of beginning.

SECOND: All that lot or parcel of land fronting 37 feet on Davidson Street, in Cumberland, Allegany County, Maryland, known as Lot No. 192 in Gephart's Bedford Road Addition to Cumberland (an amended plat of which is filed among the Land Records of Allegany County, Maryland, in Plat Case Box No. 82,) and which is more particularly described as follows, to-wit:

Beginning at a point on the southeasterly side of Davidson Street where the northeasterly side of Linden Street extended southeasterly would intersect with the southeasterly side of said Davidson Street, and running then with said Davidson Street South 38 degrees 57 minutes West 37 feet to the division line between the George F. Gephart Property and the Henry J. McNamee Property; and with the said division line South 13 degrees East 80 feet; then still with said division line North 10 degrees East 17 feet to intersect a line drawn at right angles to said Davidson Street through the point of beginning; and then reversing said intersecting line, North 52 degrees 15 minutes West 80 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Homer G. Wise and Anna Lee Wise, his wife, 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 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 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 & 00/100 - - - - - (\$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 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 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 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. Hamis  
Russell L. Livengood, Jr. [SEAL]  
Doris Lee Livengood [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 3RD day of NOVEMBER 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  
Russell L. Livengood, Jr., and Doris Lee Livengood, 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. Hamis  
Notary Public.

Compared and Mailed Delivered &  
To Leo H. Legge atty City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 4" 1954 at 11:45 A.M.

purchase money

**This Mortgage.** Made this 1ST day of NOVEMBER in the year Nineteen Hundred and fifty -four by and between

Arthur Philip Jones and Audrey J. Jones, his wife,

of Allegany County, in the State of Maryland, part 188 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, 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 Seven Thousand Two Hundred & 00/100 - - - (\$7200.00) - - - 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-five & 58/100 - - - (\$45.58) - - - 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 piece or parcel of land situated, lying and being near the Village of Hazen, on Bottle Run, in Allegany County, Maryland and which is particularly described as follows, to-wit:

Beginning at an iron pin driven in the ground on the southerly side of the public road leading up Bottle Run, standing at the end of the tenth line of the first parcel of ground as conveyed by Ida S. Glisan to Atlee B. Hott, et ux., by deed dated March 7, 1930 and recorded among the Land Records of Allegany County in Liber 162, folio 609, and running then with the lines of said first parcel as corrected for variation, South 68 degrees West 132 feet to an Iron Pin, North 54 degrees 30 minutes West 396 feet to a stake, North 72 degrees 30 minutes West 50 feet to a stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with three notches, then leaving the lines of said first parcel North 23 degrees East 126.3 feet to a stake on the southerly edge of the aforesaid public road leading up Bottle Run, then with the southerly edge of said public road, South 66 degrees 40 minutes East 128 feet to a small spruce tree marked with three notches, South 51 degrees 10 minutes East 417 feet to the place of beginning, containing 1.4 acres. Surveyed November 1, 1930.

SECOND: All that lot or parcel of land, lying and being on the Hill side just south of Bottle Run, in or near the Village of Hazen, Allegany County, Maryland, and being part of a tract of land called "The Honest Miller" and being more particularly described as follows, to-wit:

Beginning at a stake standing at the westerly end of the third line of a parcel or tract of land conveyed by Atlee B. Hott, et ux., to James M. Sharer by deed dated February 20, 1931, and recorded in Liber 165, folio 132 one of the Land Records of Allegany County, Maryland, said stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with three notches, and running then South 23 degrees West 35 feet to a stake, and then South 55 degrees 50 minutes East 432 feet to a stake, and then North 43 degrees East 35 feet to an iron pin on the southwesterly end of the first line of the aforementioned tract of land as described in said deed to James M. Sharer dated and recorded as aforesaid and then with and along the entire second and third lines of said deed North 54 degrees 30 minutes West 396 feet to a stake North 72 degrees 30 minutes West 50 feet at the aforementioned stake to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Carl E. Jones and Dorothea A. Jones, his wife, 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 Seven Thousand Two Hundred & 00/100 - - (\$7200.00) - 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 W. Legge Arthur Philip Jones [SEAL]  
Arthur Philip Jones  
Audrey J. Jones [SEAL]  
Audrey J. Jones

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 1st day of NOVEMBER 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 Philip Jones and Audrey J. Jones, 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 W. Legge  
Notary Public.

*To the City of Cumberland*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 4<sup>th</sup> 1954 at 11:45 A.M.

purchase money

**This Mortgage**, Made this 24<sup>th</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between

Bruce E. Gates and Roberta E. Gates, his wife,

of Allegany County, in the State of Maryland, part 10<sup>th</sup> 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-eight Hundred & 00/100 - - - - (\$2800,00) - - - - Dollars,

which said sum the mortgagors agree to repay in instalments 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 & 39/100 - - - - (\$30,39) - - - - 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 southerly side of Magruder Street known and designated as part of Lots Nos. 373 and 374 of Map 5 of the John Lynn Rose Hill Estate to the City of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 38, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point distant North 77 degrees 38 minutes west 33 feet from the southwesterly intersection of Tamarack Alley and Magruder Street, it being also the end of the first line of a lot of ground heretofore conveyed to William H. Williams by Thomas G. Pownall, et ux, by deed dated March 1, 1916, which is recorded in Liber No. 118, folio 115 Allegany County Land Records, then running with Magruder Street North 77 degrees 38 minutes West 38 feet, then South 12 degrees 22 minutes West 50 feet, then South 77 degrees 38 minutes East 38 feet, and then parallel with Tamarack Alley North 12 degrees 22 minutes East 50 feet to the beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Nellie Robinson 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 us 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 Twenty-eight Hundred & 00/100 - - - (\$2800.00) - - - 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 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

mortgage 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]*

*Bruce E. Gates* [SEAL]  
Bruce E. Gates  
*Roberta E. Gates* [SEAL]  
Roberta E. Gates

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 24<sup>th</sup> day of NOVEMBER

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

Bruce E. Gates and Roberta E. Gates, 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 hand and Notarial Seal the day and year aforesaid.

*[Handwritten signature]*  
Notary Public.

To Mtge 308 Magruder St City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 4 1954 at 11:50 A.M.

<sup>Second</sup>  
**This Mortgage**, Made this 2nd day of November

in the year Nineteen Hundred and 1954, by and between

W. H. WILSON and ANNE H. WILSON, his wife

of Allegany County, in the State of Maryland

part 1st of the first part, and WILLIAM WILSON, JR.

of Allegany County, in the State of Maryland

part 2nd of the second part, WITNESSETH:

**Whereas**, the parties of the first part stand indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00), this day loaned to the aforesaid parties of the first part by the party of the second part and which is to be repaid with interest at the rate of six per cent (6%) per annum, in payments of not less than Thirty Dollars (\$30.00) per month, said payments to be applied first to interest and the balance to principal and said payments to be made semi-annually and the first of the aforesaid payments being due and payable on the first day of December, 1954 and continuing on the first day of each month thereafter until said mortgage shall be paid in full as to both principal and interest.

**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 party of the second part, her

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

All of that lot, piece or parcel of ground situated on the South side of Magruder Street in the City of Cumberland, Maryland, and being part of lots Nos. 373 and 374 of Map 5 of John Lynns Rose Hill Estates, a plat of which is recorded in Plat Box No. 38 of the Land Records of Allegany County, Maryland, and which said piece or parcel of land is more particularly described as follows:

BEGINNING for the same at a point distant North 77 degrees 38 minutes West 33 Feet from the Southwesterly intersection of Tamarack Alley and Magruder Street, it being also the end of the first line of a lot of ground heretofore conveyed to William H. Williams by Thomas G. Pownall et ux by deed dated March 1, 1916 and recorded in Liber 118, folio 115 of the Land Records of Allegany County, Maryland and running thence with said Magruder Street North 77 degrees 38 minutes West 33 Feet, then South 12 degrees 22 minutes

West 40 Feet then South 77 degrees 38 minutes East 38 Feet and then parallel with Tamarach Alley North 12 degrees 22 minutes East 50 Feet to the beginning.

It being the same property conveyed by deed of even date herewith to the parties of the first part by Nellie Robinson, Widow by deed to be recorded ~~XXXXXXXXXXXXXXXXXXXX~~ among the Land Records of Allegany County, Maryland.

It being the intent of the parties hereto that this Mortgage is subject to junior to a Purchase Money Mortgage in the amount of Twenty-Eight Hundred Dollars (\$2,800.00) executed by the parties of the first part in favor of the First Federal Savings and Loan Association of Cumberland, Maryland, date of even date herewith and to be recorded among the Mortgage Records of Allegany County, Maryland immediately prior to the recording of this 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 parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of THREE THOUSAND DOLLARS (\$3,000.00)

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

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 Nellie Robinson, her

heirs, executors, administrators and assigns, or Thomas B. Minan 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 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 her assigns, the improvements on the hereby mortgaged land to the amount of at least

... \$5,000.00 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, or heirs or assigns, to the extent  
of \$5,000.00 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

*Ina E. Krampf*  
*Ina E. Krampf*

*Bruce E. Gates* [Seal]  
Bruce E. Gates  
*Roberta E. Gates* [Seal]  
Roberta E. Gates

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

**I hereby certify.** That on this \_\_\_\_\_ day of November  
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  
Bruce E. Gates and Roberta E. Gates, his wife  
and both acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared  
Nellie Robinson, widow,  
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.

*Ina E. Hughes*  
Notary Public

FIVE THOUSAND DOLLARS (5,000.00) 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, or his heirs or assigns, to the extent  
of 5,000.00 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

*Ina E. Krampf*  
*Ina E. Krampf*

*Bruce E. Gates* [Seal]  
Bruce E. Gates  
*Roberta E. Gates* [Seal]  
Roberta E. Gates

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

**I hereby certify.** That on this \_\_\_\_\_ day of \_\_\_\_\_  
in the year nineteen hundred and \_\_\_\_\_, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
Bruce E. Gates and Roberta E. Gates, his wife  
and both \_\_\_\_\_ acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared \_\_\_\_\_  
Nellie Robinson, widow,  
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.

*Ina E. Krampf*  
Notary Public

To Geo. A. Legge Atty City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 4<sup>th</sup> 1954 at 11:45 A.M.

**This Mortgage,** Made this 3<sup>rd</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between

Charles B. Hornbrook and Madeleine F. Hornbrook, his wife,

of Allegany County, in the State of Maryland, part 1<sup>st</sup> 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 Seven Thousand Five Hundred & 00/100 - - - (\$7500.00) - - 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 Sixty-one & 29/100 - - - - (\$61.29) - - - - 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 those lots, pieces or parcels of ground lying and being on the southerly side of White Avenue known and designated as Lots Nos. 9, 10 and 11, Block No. 2 in Johnson and Dolls Addition to the City of Cumberland, Allegany County, Maryland, a plat of which said Addition is recorded in Liber 1, folio 143 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of White Avenue at the end of the first line of Lot No. 8, Block No. 2 in said addition, and running then with the southerly side of said avenue South 40 degrees 10 minutes East 105 feet, then South 49 degrees 50 minutes West 86.5 feet, then North 40 degrees 10 minutes West 105 feet to the end of the second line of said Lot No. 8, and then with said second line reversed North 49 degrees 50 minutes East 86.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Winmer Bowman et ux, dated January 16, 1943, recorded in Liber 195, folio 199 Allegany County Land Records, and



by confirmatory deed of Winter Bowman et ux, dated June 19, 1946, recorded in Liber No. 211, Folio 207 Allegany County Land Records.

"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 contained in 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 Seven Thousand Five Hundred & 00/100 - - (\$7500.00) - - 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 law-

To Leo A. Lopez Atty. Geny  
Nov 16 1954

FILED AND RECORDED NOVEMBER 4<sup>th</sup> 1954 at 11:45 A.M.

**This Mortgage,** Made this 3<sup>rd</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between

Charles B. Hornbrook and Madeleine F. Hornbrook, his wife,

of Allegany County, in the State of Maryland, part 1<sup>st</sup> 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, part of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Five Hundred & 00/100 - - - (\$7500.00) - - 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 Sixty-one & 29/100 - - - (\$61.29) - - - 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 those lots, pieces or parcels of ground lying and being on the southerly side of White Avenue known and designated as Lots Nos. 9, 10 and 11, Block No. 2 in Johnson and Dolls Addition to the City of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 143 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of White Avenue at the end of the first line of Lot No. 8, Block No. 2 in said addition, and running then with the southerly side of said avenue South 40 degrees 10 minutes East 105 feet, then South 49 degrees 50 minutes West 86.5 feet, then North 40 degrees 10 minutes West 105 feet to the end of the second line of said Lot No. 8, and then with said second line reversed North 49 degrees 50 minutes East 86.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Winner Bowman et ux, dated January 16, 1943, recorded in Liber 195, folio 199 Allegany County Land Records, and



by confirmatory deed of Wm. Bowman et ux, dated June 19, 1946, recorded in Liber No. 211, folio 207 Allegany County Land Records.

"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. Leggo, 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 Seven Thousand Five Hundred & 00/100 - - (\$7500.00) - - 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 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 law-

fully 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:

*George W. Legge*

*Charles B. Hornbrook* (SEAL)  
Charles B. Hornbrook

*Madeleine F. Hornbrook* (SEAL)  
Madeleine F. Hornbrook

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3RD day of NOVEMBER

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 B. Hornbrook and Madeleine F. Hornbrook, 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.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

T. Geo. H. Legge City City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 4" 1954 at 11:45 A.M.

purchase money  
**This Mortgage**, Made this 3<sup>rd</sup> day of NOVEMBER in the  
year Nineteen Hundred and fifty-four by and between  
Richard G. Cassell and Marion E. Cassell, his wife,

of Allegany County, in the State of Maryland, part 10 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-five Hundred & 00/100 - - - - (\$2500.00) - - - - - 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-three & 76/100 - - - (\$23.76) - - - - 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 land situate, lying and being in Allegany County, Maryland, and being known and designated as Lot No. 62 of the Margaret M. Black Addition to the City of Cumberland, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the north side of Browning Street at the end of the first line of Lot No. 61 and running then with said street South 7 1/2 degrees 51 minutes East 100 feet, and then leaving said street North 15 degrees 9 minutes East 100 feet to Borch Alley, then with said alley North 7 1/2 degrees 51 minutes West 100 feet to the end of the second line of said Lot No. 61 with said second line reversed South 15 degrees 9 minutes 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 Grace E. Hansel, administratrix, et al, 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 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 Twenty-five Hundred & 00/100 - - - - (\$2500.00) - - - 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 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:

*Richard G. Cassell* [SEAL]  
Richard G. Cassell  
*Marian E. Cassell* [SEAL]  
Marian E. Cassell

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 3rd day of NOVEMBER

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 G. Cassell and Marian E. Cassell, 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.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

To Mtgee City  
Nov 16 54

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 9:15 a.m.

**This Mortgage,** Made this 15<sup>th</sup> day of November ~~October~~ in the year nineteen hundred and fifty-four, by and between

George Elmer Robertson and Lorretta Robertson, 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

George Elmer Robertson and Lorretta Robertson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 6% Six 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 December 31, 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

George Elmer Robertson and Lorretta Robertson, 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 the following two pieces or parcels of ground lying and being in Allegany County, and State of Maryland, to-wit:

FIRST: All that part of the tract of land known as The Village Mining Lot contained within the following metes and bounds, courses and distances: BEGINNING for the part now intended to be conveyed at a large white oak tree marked with the letter "V" and standing on the Southeast bank of Neffs Run and bearing South 67 1/2 degrees West 10 poles and 12 1/2 feet from the West corner of the old Weigh Office of the National Coal Company (it being also the beginning of said Village Mining Lot), and running thence South 83 1/2 degrees East 156-8/10 feet, thence North 24 degrees, East 53 feet to the County Road, thence with the County Road, North 80 degrees West 166-7/10 feet to the Southeast bank of Neffs Run, thence South 21 degrees and 20 minutes West 60 feet to the place of beginning.

SECOND: All that lot or parcel of land situate near the Town of Midland, Allegany County, Maryland, and being more particularly described as follows: BEGINNING at 541 feet on the first line of the first parcel of land described in a deed which was sold and conveyed by Henry Wagus and Laura Wagus, his wife, to Noah A. Loar and Violet C. Loar, his wife, by deed dated March 19, 1912, and recorded in Liber No. 110, folio 137, one of the Land Records of Allegany County, Maryland, and running with the remainder of said first line, South 2 1/2 degrees East 59 feet to the end thereof, it being also the

end of the third line of the third parcel of land which was conveyed by the above-mentioned deed, and reversing said third and part of the second line as follows: South 82<sup>1</sup>/<sub>2</sub> degrees East 180 feet; then South 10<sup>1</sup>/<sub>2</sub> degrees West 70 feet; then leaving said Second line and running through said whole lot, North 71<sup>1</sup>/<sub>2</sub> degrees West 76<sup>1</sup>/<sub>2</sub> feet; then North 43 degrees 40 minutes East 21 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Drucilla Robertson, widow, et al, by deed dated the 21st day of March, 1945, and recorded in Liber No. 271, folio 181, 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 One Thousand (\$1,000.00) - - - - 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 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 thereof, 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 922 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

One Thousand (\$1,000.00) - - - - - 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:

George Elmer Robertson (SEAL)  
George Elmer Robertson

James M. Elie

Loretta Robertson (SEAL)  
Loretta Robertson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

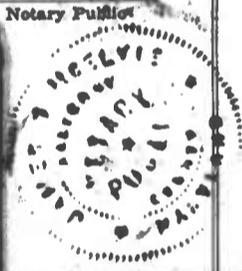
I hereby Certify, that on this 14 day of ~~October~~ <sup>November</sup> in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

George Elmer Robertson and Loretta Robertson, 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. Elie

Notary Public



Compared and ~~mailed~~ Delivered &

To Mtge City  
Nov. 16 1954

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 9:15 A.M.

THIS MORTGAGE, Made this 4<sup>th</sup> day of November, 1954, by and between George G. Mutch and Eva W. Mutch, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Gladys E. Stallings U/T/A dated July 12, 1953, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Twenty-Two Hundred Dollars (\$2200.00), as is evidenced by a promissory note of even date and



tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five and One-half (5½) per centum per annum, said interest being payable in quarterly installments 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 on said note to be payable on the 31st day of December, 1954.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George C. Mutch and Eva-W. Mutch, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Gladys E. Stalling U/T/A dated July 10, 1953, its successors or assigns, the following property, to-wit:

All that ground and premises situated in the City of Cumberland, Allegany County, Maryland, and described as Lot No. Thirty (30) as shown on "Amended Plat of Properties of the Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Company, et al", dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 84, which said Plat is hereby referred to.

It being the same property which was conveyed unto the said Mortgagors by Leslie J. Clark, Trustee, by deed dated the 28th day of February, 1948, and recorded in Liber No. 219, folio 252, 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 any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple 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 sum of Twenty-Two Hundred Dollars (\$2200.00), together with the interest thereon when and as the same becomes 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.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors 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 IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors 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 Mortgagors hereby covenant 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 Mortgagors also consent 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or 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 un-

der 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, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in 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-Two Hundred Dollars (\$2000.00), and to cause the policy or policies issued therefore 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 hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thomas L. Keed

George G. Mutch (SEAL)  
GEORGE G. MUTCH  
Eva W. Mutch (SEAL)  
EVA W. MUTCH

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 4th day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George G. Mutch and Eva W. Mutch, 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 and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustees, 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.



Geo. G. Mutch  
NOTARY PUBLIC

To Geo R Hughes City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 9:15 A.M.

**This Mortgage**, made this 4<sup>th</sup> day of November, in the

year Nineteen Hundred and fifty-four, by and between

John P. Kolb and Beverly B. Kolb, his 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, part 1es of the first part and

E. Lester Kolb and Dora E. Kolb, his wife,

hereinafter called Mortgagee s, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1es of the second part, witnesseth:

WHEREAS, the said John P. Kolb and Beverly B. Kolb, his wife, stand indebted unto the said E. Lester Kolb and Dora E. Kolb, his wife in the just and full sum of Twenty-Seven Hundred Dollars (\$2700.00), payable to the order of the said E. Lester Kolb and Dora E. Kolb, his wife, one year after date with interest from date at the rate of six per centum (6%) per annum, payable quarterly as it accrues on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954.

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 lying on the North side of the Dickerson Hollow Road in Election District No. 3 of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake standing two feet Northeast of a black walnut tree on the Northern bank of said road and in front of William A. Kolb's residence and running thence by magnetic meridian as of October, 1947, and horizontal distances with said road; North 20 degrees 24 minutes West 160 feet to an iron pipe drive 1.2 feet East of a walnut tree on the Northern bank of the road and in a wire fence line; thence leaving the road and with or near the fence, North 54 degrees 15 minutes East 120.5 feet to an iron pipe driven by the corner post; South 42 degrees 56 minutes East 270.4 feet to an iron pipe driven near an old rail fence; then with or near the fence, South 50 degrees 25 minutes West 181.1 feet to an iron pin on the Northern side of said road and with same, North 43 degrees 05 minutes West 126.4 feet to the beginning, containing 0.92 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by William A. Kolb, et ux, by deed dated July 9, 1949, and recorded in Liber No. 225, folio 511, one of the Land Records of Allegany County, Maryland.

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 Twenty-Seven Hundred (\$2700.00) 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 s

or George R. Hughes 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 s . 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

Twenty-Seven Hundred (\$2700.00) 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 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:

James M. Ashley  
James M. Ashley

John F. Kolb (SEAL)  
Beverly B. Kolb (SEAL)  
Beverly B. Kolb

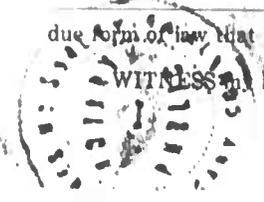
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7<sup>th</sup> day of November, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John F. Kolb and Beverly B. Kolb, 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 E. Lester Kolb and Dora E. Kolb, 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.



James M. Ashley  
Notary Public  
November 4, 1954

FOR VALUE RECEIVED, We hereby assign the within and foregoing Mortgage unto The Liberty Trust Company of Cumberland, Maryland, a corporation, and guarantee the payment thereof both as to principal and interest in strict accordance with the terms therein set forth.

WITNESS our hands and seals the day and year above written.

WITNESS:

Thomas L. Keech

E. Lester Kolb (SEAL)  
E. LESTER KOLB

Dora E. Kolb (SEAL)  
DORA E. KOLB

Compared and Mailed Delivered

To Mtzel City  
Nov 16 1954

LIBER 308 PAGE 280

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 9:30 A.M.

THIS MORTGAGE, Made this 3rd day of <sup>Nov.</sup> ~~August~~, 1954, by and between ANGELA M. MCGILL and ALVIN S. MCGILL, her husband, parties of the first part; ANGELA M. MCGILL, Guardian for James W. Nixon, Shirley Jean Nixon, and Patricia Ann Nixon, party of the second part, all of Allegany County, Maryland; and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the third part, WITNESSETH:

WHEREAS, the parties of the first and second part are justly and bona fide indebted unto the party of the third part in the full and just sum of One Thousand (\$1,000.00) Dollars, payable one year after date, with interest from date at the rate of six per cent per annum, payable quarterly,

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 third part to the parties of the first and second 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 and second part do give, grant, bargain and sell, convey, release and assign unto the said party of the third part, its heirs, and assigns:

FIRST PARCEL: ALL that lot, piece or parcel of land lying and being situated on the northerly side of Fairview Avenue, in the City of Cumberland, Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at the end of a Reference line drawn North 15 degrees 42 minutes East 118.5 feet from the northerly side of Fairview Avenue at its intersection with the easterly side of Rhorbach Alley and running thence, still reversing part of the 4th line of the whole lot as conveyed to James E. Nixon et ux by Mary L. Graim, widow, et al., by deed dated October 2nd, 1922, and recorded in Liber 141, folio 532, one of the Land Records of Allegany



County, Maryland, North 15 degrees 42 minutes East 80 feet thence parallel to the third line of the whole lot, South 75 degrees 50 minutes East 30 feet to the second line of the aforesaid mentioned whole lot, thence reversing part of the said line South 15 degrees 42 minutes West 80 feet, thence parallel to second line of this lot North 73 degrees 50 minutes West 30 feet to the place of beginning.

It being the same property conveyed to Paul W. Nixon and Angela M. Nixon, his wife, by James E. Nixon and Carolye M. Nixon, his wife, by deed dated the 21st day of June, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 178, folio 91; being also the same property conveyed by Ursula Hartman, Trustee, to Angela M. Nixon, widow, by deed dated the 9th day of January, 1939, and recorded among said Land Records in Liber No. 182, folio 416, in which deed a one-third interest in said property was conveyed to Angela M. Nixon, individually, and a two-thirds interest was conveyed to her as Guardian of James W. Nixon, Shirley Jean Nixon, and Patricia Ann Nixon.

SECOND PARCEL: ALL that lot, piece, or parcel of land lying and being in the City of Cumberland, Allegany County, State of Maryland, situated in the rear of and contiguous to that other piece or parcel of land conveyed by Ursula Hartman, Trustee, unto Angela M. Nixon, Guardian, by deed dated the 9th day of January, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, folio 416; said parcel being more particularly described as follows:

BEGINNING for the same at the end of the first line of the deed from Ursula Hartman, Trustee, to Angela M. Nixon, Guardian, and running thence and continuing said first line, North 15 degrees 42 minutes East 10 feet, thence South 75 degrees 50 minutes East 30 feet, thence South 15 degrees 42 minutes West 10 feet, thence with the second line of the deed from Ursula Hartman, Trustee, to Angela M. Nixon, Guardian, reversed, to the place of beginning.

It being the same property conveyed by James E. Nixon and Carolye M. Nixon, his wife, to Angela M. Nixon, Guardian, by deed dated the 9th day of January, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, folio 417; a one-third interest being conveyed to Angela M. Nixon, and a two-thirds interest being conveyed to Angela M. Nixon, Guardian of James W. Nixon, Shirley Jean Nixon, and Patricia Ann Nixon.

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 and second part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the third 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 third part to the parties of the first and second 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 and second 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 and second part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first and second part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the third 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 third part to the parties of the first and second 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 third 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 or the third part to the parties of the first and second 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 parties of the first and second part, their heirs or assigns, and in case of default hereunder 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 and second 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 mortgagors.

Angela M. McGill (SEAL)  
ANGELA M. MCGILL

WITNESS as to all:

Alvin S. McGill (SEAL)  
ALVIN S. MCGILL

D. W. [Signature]

Angela M. McGill (SEAL)  
ANGELA M. MCGILL, GUARDIAN for  
James W. Nixon, Shirley Jean  
Nixon and Patricia Ann Nixon

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of ~~August~~ <sup>Nov.</sup>, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ANGELA M. Mc GILL and ALVIN S. MCGILL, her husband, and ANGELA M. MCGILL as Guardian for James W. Nixon, Shirley Jean Nixon, and Patricia Ann Nixon, and each acknowledged the foregoing mortgage to be their



the 20th day of August, 1954, for The National Bank of Keyser, West Virginia, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 20th day of August, 1954.



Jean J. Pifer  
Notary Public

Compared and Mailed

To

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 9:30 A.M.

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereby releases the right reserved to it in a conveyance executed by Harry L. and Ina S. Hickle to National Bank of Keyser dated the 18th day of August, 1942, and recorded in the office of the Clerk of the County Court of Allegheny, Maryland in Liber 163, folio 596.

In witness whereof, the said National Bank has caused the foregoing release to be signed by its Cashier, and has caused its Corporate seal to be hereto affixed this 20th day of August, 1954.

THE NATIONAL BANK  
Keyser, W. Va.

BY J. Lee Temple  
Cashier



STATE OF WEST VIRGINIA,  
MINERAL COUNTY, TO-WIT:

I, Jean J. Pifer, a Notary Public in and for the County aforesaid, do hereby certify that J. Lee Temple, who signed the writing above bearing date the 20th day of August, 1954, for The National Bank of Keyser, West Virginia, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 20th day of August, 1954.



Jean J. Pifer  
Notary Public



said parcel of ground being one of the subdivisions of Lot No. 5 on the plat of Cumberland.

Being the same property which was conveyed unto the parties of the first part by deed of Clarence Lippel, Executor, dated the 18th day of June, 1954, which is recorded in Liber No. 259, folio 349 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 Five Thousand & 00/100 - - - - (\$5000.00) - - - - 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 W. Legge*

*Chelsea A. Liller* [SEAL]  
Chelsea A. Liller

*Mary F. Liller* [SEAL]  
Mary F. Liller

STATE OF Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4TH day of NOVEMBER

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

Chelsea A. Liller and Mary F. Liller, 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 W. Legge*  
Notary Public.



land called "Scabble" resurveyed for David Dalton, the 11th day of August, 1815, and running with said line extended West 75-1/2 perches to the 17th line of a tract of land called "Squabble" surveyed for David Dalton the 4th day of February, 1814, and reversing said line South 25 degrees East 46-1/2 perches to the 17th line of "Addition to Williams Farm" then by straight line to the beginning, containing 11-1/4 acres, more or less. All the above named tracts, pieces or parcels of land containing 207-1/4 acres, more or less.

Including and subject to the modification of the boundary line which is more fully set forth in a deed from Oliver W. Kruder et ux to George J. Altstetter et ux, dated January 2, 1947, which is recorded in Liber 215, Folio 60 one of the Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Ira H. Fisher et ux, dated August 31, 1944, recorded in Liber 201, Folio 268 one of the Land Records of Allegany County, Maryland.

Excepting, however, those three small parcels which were conveyed by the parties of the first part to C. A. Jewell by deed dated August 29, 1946, recorded in Liber No. 211, Folio 10 Allegany County Land Records, to Hetzle E. Twigg et ux, by deed dated August 13, 1947, recorded in Liber No. 220, Folio 67 Allegany County Land Records, and to John L. Smith by deed dated January 4, 1950, recorded in Liber No. 239, Folio 549.

"And whereas this mortgage shall also secure us 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. 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 Twenty-five hundred 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 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 W. Legge*

*Oliver N. Magruder* [SEAL]  
Oliver N. Magruder

Margaret R. Magruder [SEAL]

*Margaret R. Magruder* [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 4TH day of NOVEMBER

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

Oliver N. Magruder and Margaret R. Magruder, 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 W. Legge*  
Notary Public.

To *Mtge. Westernport Md*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 11:00 A.M.

Purchase Money

**This Mortgage**, made this 30th. day of October-----, in the year Nineteen Hundred and fifty four, by and between Robert L. Showalter and Goldie B. Showalter, his wife -----

of Allegany County, Maryland----- hereinafter called Mortgagor, 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 One thousand -----Dollars (\$1000.00), 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. The said loan being for the purchase price of the herein mortgaged property.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 30th. day of October, 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 Mortgagor 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 \$ 25.00 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 30th. day of October, 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 Mortgagee, its successors or assigns.

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

That certain lot of ground on the Easterly side of Lot No. 1 in McCoolle, Allegany County, Maryland, fronting fifty feet on Queen Street, and extending back in a southerly direction with the same width throughout, to the right of way of The Western Maryland Railway. Being the same property which was conveyed unto the parties of the first part herein by deed from Daisy E. Corbin and Edgar C. Corbin, dated October 20th. 1954 and which deed is to be recorded among the land records of Allegany County, Maryland, prior to the recording of this purchase money mortgage.

AND WHEREAS this mortgage shall also secure advances as provided by Chapter 520 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 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 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 One thousand 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:

*Horace P. Whitworth*

x *Robert L. Showalter* (SEAL)  
Robert L. Showalter

#####

x *Goldie B. Showalter* (SEAL)  
Goldie B. Showalter

#####

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 30th day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Robert L. Showalter and Goldie B. Showalter, 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 Westport, 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 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.



*Horace P. Whitworth*  
Notary Public

Compared and Mailed Delivered

To H. P. Hitchcock, Jr. Esq. 27  
Nov 16 1954

WBEB 308 PAGE 294

FILED AND RECORDED NOVEMBER 5<sup>th</sup> 1954 at 11:15 A.M.



~~\*\*\*\*\*~~  
THIS SECOND/MORTGAGE, Made this first day of November, in the year one thousand nine hundred and fifty-four, by and between WALTER DODGE McVICAR and NANCY MORGAN McVICAR, his wife, of Allegany County, Maryland, parties of the first part, and WEST VIRGINIA PULP AND PAPER COMPANY, a corporation organized and existing under the laws of the State of Delaware, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said party of the second part for money borrowed in the amount of FOUR THOUSAND DOLLARS (\$4,000.00), as evidenced by the Promissory Note of even date herewith of the said parties of the first part for the sum of FOUR THOUSAND DOLLARS (\$4,000.00), and made payable unto the order of the said party of the second part on demand with interest 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 Company in New York, New York, or at any other place designated by the said party of the second part herein.

AND WHEREAS, it is agreed that the said parties of the first part shall pay in the reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least FORTY DOLLARS AND FIFTY CENTS (\$40.50) each month. The said monthly payments to begin on the first day of January, in the year 1955, and 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 WHEREAS, the parties of the first part have executed a First Mortgage on the property covered hereby to The Citizens National Bank of Westernport, Maryland, and the lien of this mortgage is junior to the lien of such First Mortgage. Therefore, this is known as a Second Mortgage ~~\*\*\*\*~~

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) 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 party of the second part, its successors and assigns, the following property, to-wit:

ALL of that certain real estate situated in

Allegany County, Maryland, known as the J. O. J. Greene Home Place, in the Town of Westernport, Maryland, consisting of 6.34 acres of land, more or less, as conveyed unto the said parties of the first part herein by Charles W. Feight and Mary L. Feight, his wife, by deed dated October 15, 1954, and which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 262 Folio No. 569, and which is the same property as conveyed unto the said Charles W. Feight and Mary L. Feight, his wife, by Adolph Waitehunas et ux., by deed dated November 4, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, Folio No. 16.

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 FOUR THOUSAND DOLLARS (\$4,000.00), 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 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 party of the second part, its successors and assigns, or Horace P. Whitworth, Sr., 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 (20) 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 all taxes levied, and a commission of eight (8) 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 and assigns, and in case of advertisement under the above power but no sale, one-half (1/2) of the above commission shall be allowed and paid by the mortgagers, 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 holder of the First Mortgage, or the party of the second part if there be no First Mortgage on the premises, the improvements on the hereby mortgaged land to the amount of at least ELEVEN THOUSAND DOLLARS (\$11,000.00) 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 lien or claim hereunder, and to place such policy or policies or certificates or memoranda of insurance forthwith in the possession of the party of the second part, or the party of the second part may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

The parties of the first part shall have the right at any time to pay all or any part of the principal secured by this mortgage.

WITNESS the hands and seals of the said parties of the first part the day and year first above written.

Walter Dodge McVicar (SEAL)  
Walter Dodge McVicar

Nancy Morgan McVicar (SEAL)  
Nancy Morgan McVicar

Abner P. Whitworth Jr.  
Witness

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I hereby certify that on this 1st day of November, 1954, before me, a Notary Public of the State and County aforesaid, personally appeared Walter Dodge McVicar and Nancy Morgan McVicar, his wife, and did

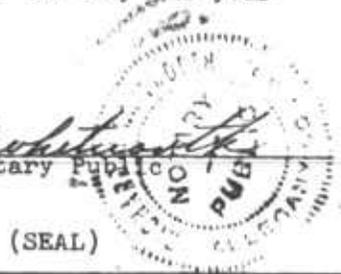
each acknowledge the foregoing Mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Albert M. Kaiser, Agent for West Virginia Pulp and Paper Company, Mortgagee, and made oath in due form of law that he is the said Agent of the said West Virginia Pulp and Paper Company, and 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:

*Richard Whitworth*  
Notary Public

5-2-55



(SEAL)

*Countered and Mailed 11/11/54  
W. M. Henshaw, Jr.  
Nov 11 1954*

FILED AND RECORDED NOVEMBER 6<sup>th</sup> 1954 at 11:35 A.M.

PURCHASE MONEY

**This Mortgage.** Made this 4th. day of November, in the year  
Nineteen Hundred and Fifty-Four - by and between

ROBERT A. ELDERDICE and VIRGINIA H. ELDERDICE, 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 FIVE THOUSAND FOUR HUNDRED AND NO/100- - - - - Dollars (\$ 5,400.00 ) with interest at the rate of Four and 1/2 per centum ( 4 1/2 % ) 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-one - - - - - 31/00 Dollars,

( \$ 41.31 ) commencing on the 1st. day of January, 1955

and on the 1st. 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 4th. day of November, 1969, ~~1968~~. 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

ROBERT A. ELDERDICE and VIRGINIA M. ELDERDICE, his wife,

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: the following described property, lying and being in Allegany County, Maryland, and situated in the Town of Frostburg:

ALL of that lot or parcel of ground known and distinguished as Lot No. 6 on the plat of the Frostburg Coal Company's First Addition to Frostburg, which said plat is filed and recorded in Liber No. 10, folio 249, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING AT A stake marked No. 6 standing on the Eastern line of Welsh Street and at the end of the first line of Lot No. 5 in said Addition, and running thence with the line of said Street, North 52 degrees East 75 feet to a stake on the division line between the lands of the Frostburg Coal Company and the lot of ground conveyed by Jeremiah Welsh to Cornelius Slack; thence South 28 degrees East 101½ feet to a stake; South 52 degrees West 50 feet to a stake; North 41½ degrees West 100 feet to the beginning.

BEING the same property which was conveyed to Eleanor Hansel Cooper and Thornton S. Cooper, her husband, by deed from Leolia C. Corkle, unmarried, dated February 11, 1941, and recorded in Liber No. 189, folio 301, among said Land Records of Allegany

County, Maryland; and being also the same property which was conveyed to the said Eleanor Cooper and Thornton S. Cooper, her husband, by deed from Leolia Corkle Elias and Robert Elias, her husband, dated May 1, 1946, and recorded in Liber No. 208, folio 549, among said Land Records of Allegany County, Maryland. Special reference to said deeds is hereby made for a further description of said property herein intended to be conveyed.

BEING also the same property which was conveyed to the said Robert A. Elderdice and Virginia M. Elderdice, his wife, by deed of even date herewith from the said Eleanor Hansel Cooper, widow, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure part of the purchase price for said above described property and is in whole a PURCHASE MONEY MORTGAGE.

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

FIVE HUNDRED FOUR HUNDRED AND NO/100 - - - - - (\$ 5,400.00 ) 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 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:

Ralph M. Race  
Ralph M. Race  
Ralph M. Race  
Ralph M. Race

Robert A. Elderdic (SEAL)  
ROBERT A. ELDERDICE  
Virginia M. Elderdic (SEAL)  
VIRGINIA M. ELDERDICE  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 4th. day of November, 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

ROBERT A. ELDERDICE and VIRGINIA M. ELDERDICE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared <sup>G. Alvin Kreiling</sup> ~~William H. Hooten~~, 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 <sup>G. Alvin Kreiling</sup> ~~William H. Hooten~~ 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

Compared and Mailed ~~to~~  
To *Mitgel Keiper & Co.*  
*Nov. 16 19 54*

FILED AND RECORDED NOVEMBER 6<sup>th</sup> 1954 at 8:30 A.M.

**This Mortgage.** Made this Second day of November in the year Nineteen Hundred and Fifty Four, by and between Claude M. VanPelt and Leafie H. VanPelt, 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 party of the second part, WITNESSETH:



~~Witnesses,~~ the said Claude M. VanPelt and Leafie H. VanPelt, his

wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Nine Hundred Dollars (\$900.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Nine Hundred Dollars (\$900.00), with interest thereon at six per cent (6%) per annum, wherein the said Claude M. VanPelt and Leafie H. VanPelt, 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 Twenty Five Dollars (\$25.00) 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 Claude M. VanPelt and Leafie H. VanPelt, his wife,

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 tract or parcel of real estate situate, lying and being in District No. 7, Allegany County, State of Maryland, described as follows:

BEGINNING at a post corner to Raymond VanPelt's land at the end of his 60 pole line, and running, thence, with the same course as said line extended, N.  $44\frac{1}{4}^{\circ}$  W.  $3\text{-}\frac{2}{3}$  poles to a locust stake 12 feet east from the concrete edge of the Mcullen Highway; thence,

with said Highway, N.  $30\frac{1}{4}^{\circ}$  E.  $21\text{-}\frac{1}{6}$  poles to a stake 12 feet east from said Highway and  $4\frac{1}{2}$  feet from a concrete culvert; thence, leaving said Highway, S.  $52^{\circ} 19\frac{1}{2}$  poles crossing Hart's Run to a stake 50 feet from same; thence, S.  $44\frac{1}{2}^{\circ}$  E.  $46\frac{1}{2}$  poles to a stone pile in Robert Miller's line; thence, with said line, S.  $43^{\circ} 39'$  W. 22 poles to a stone corner to Raymond VanPelt's line; thence, with his line, N.  $44\frac{1}{4}^{\circ}$  W. 60 poles to the Beginning, containing  $9\frac{1}{4}$  acres, more or less, and being the same real estate which was conveyed to the said Claude M. VanPelt from Thomas VanPelt and Laura VanPelt, his wife, by deed dated October 29, 1941, and recorded among the Land Records for Allegany County, Maryland, in Liber R. J. No. 196, Folio 150.

There is hereby excepted from this conveyance about 0.66 of one acre which was conveyed on the 25th day of October, 1941, by Claude VanPelt and Leafie H. VanPelt, his wife, by deed dated the 28th day of October, 1941, and which deed is of record among the Land Records for 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 ~~Claude M. VanPelt and Leafie H. VanPelt, his wife, 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 Nine Hundred Dollars

(\$900.00)

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 \_\_\_\_\_

Claude M. VanPelt and Leafie H. VanPelt, 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 Claude M. VanPelt and Leafie H.

VanPelt, 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 Farmers and

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

heirs, executors, administrators and assigns, or Joseph A. Blundon

~~his heirs or their assigns, constitute his 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 Claude M. VanPelt

and Leafie H. VanPelt, his wife, 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 ~~representative or his assigns.~~

And the said Claude M. VanPelt and Leafie H. VanPelt, 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

Nine Hundred Dollars (\$900.00) 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 ~~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:

D. C. Boan

D. C. Boan

Claude M. VanPelt [SEAL]

Leafie H. VanPelt [SEAL]

Leafie H. VanPelt [SEAL]

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

WEST VIRGINIA

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

I hereby certify, That on this 5th day of November

in the year nineteen Hundred and Fifty Four, before me, the subscriber,  
a Notary Public of the State of ~~Maryland~~ West Virginia, in and for said County, personally appeared

Claude M. Vanfelt and Leafie H. VanPelt, his wife,  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared Floyd C. Poor,  
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.



*Nancy Belle Kemphfer*  
Notary Public.

My commission expires Dec. 9, 1963

Compared and Mailed  
*Mitgee Frostburg Md*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 6<sup>th</sup> 1954 at 9:20 A.M.

This Mortgage, Made this 5<sup>th</sup> day of November  
in the year Nineteen Hundred and fifty-four, by and between

EARL HUMBERTSON and ELSIE MARIE HUMBERTSON, 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

TWENTY-FIVE HUNDRED - - - - -00/100 DOLLARS (\$2, 500. 00)

payable one year after date of these presents, together with interest thereon 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 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 or parcel of ground situated in Pekin, Allegany County, Maryland, and being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 19 and running with Centre Street South 59 degrees 45 minutes West 50 feet, then leaving Centre Street and running North 18 degrees 45 minutes West 123 feet to what is known as the old County Road and with it North 56 degrees East 50 feet, then South 18 degrees 45 minutes East 125 feet to the place of beginning.

IT being the same property conveyed by Philip Vinci, et ux, to Earl Humbertson et ux by deed dated September 18, 1946, and recorded in Deeds Liber 218, folio 62 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, the aforesaid sum of

- - - TWENTY-FIVE HUNDRED - - - - -00/100 DOLLARS (\$2, 500. 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 Twenty-five Hundred 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 seals of said mortgagors.

Witness: (as to Beth)

*Beth M. Todd*

*Earl Humbertson* [Seal]  
EARL HUMBERTSON

*Elsie Marie Humbertson* [Seal]  
ELSIE MARIE HUMBERTSON

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 4<sup>th</sup> day of November, 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 Humbertson and Elsie Marie Humbertson, 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.

*Beth M. Todd*  
Notary Public

*to Mtge Frostburg Md  
Nov 16, 1954*

FILED AND RECORDED NOVEMBER 8<sup>th</sup> 1954 at 8:30 A.M.

**This Mortgage**, Made this 5<sup>th</sup> day of August November  
in the year Nineteen Hundred and fifty-four, by and between

-----FRANK W. DUNCAN and M. NOVELLA DUNCAN, 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

~~xx~~ 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

ONE THOUSAND- - - - -00/100 DOLLARS (\$1,000.00)

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 hereby 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 or parcel of ground lying and being in Allegany  
County, Maryland, situated in the Town of Frostburg, known and  
distinguished as part of Lot No. 10 of Block No. 18, of Beall's First  
Addition to Frostburg, and more particularly described as follows:

BEGINNING at the intersection of the North side of Loo Street  
with the East side of Center Street, in said Addition, and running  
thence with said Center Street, North thirty-seven degrees twenty  
minutes East forty feet, thence South fifty-two degrees forty minutes  
East one hundred fifty and three-tenths feet to an alley; thence with  
said Alley, South thirty-seven degrees twenty minutes West forty feet  
to said Loo Street, and thence with said North side of Loo Street,  
North fifty-two degrees forty minutes West by a straight line to the  
place of beginning.

IT being the same property conveyed by Edith McGregor, et vir,  
et al, to the parties of the first part herein, by deed dated December  
8, 1947 and recorded among the Land Records of Allegany County, Mary-  
land in Liber No. 218, folio 417.

**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

~~xxxxxxx~~ or assigns, the aforesaid sum of  
ONE THOUSAND- - - - -00/100 DOLLARS (\$1,000.00)

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 ~~business 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 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 mortgagor s, 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 <sup>successors or</sup> assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND DOLLARS (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors ~~XXXX~~ 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 hands and seals of said mortgagor s.

Witness: (as to Beth)

Keith M. Todd

Frank W. Duncan [Seal]

FRANK W. DUNCAN

M. Novella Duncan [Seal]  
M. NOVELLA DUNCAN

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

**I hereby certify**, That on this 5th day of August November  
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 W. DUNCAN and M. NOVELLA DUNCAN, 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 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

Compared and Made Duly Sworn  
to Leo H. Leggo City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 8<sup>th</sup> 1954 at 12:30 P.M.

purchase money

**This Mortgage**, Made this 5TH day of NOVEMBER in the

year Nineteen Hundred and fifty-four by and between

Albert T. Tomako and Hildegard A. K. Tomako, 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 Thousand Seven Hundred & 00/100 - - (\$20,700.00) - - - 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 One Hundred Thirty-six & 62/100 - (\$136.62) - 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:

First Parcel: All of the following described lots or parcels of ground situated in the City of Cumberland, in Allegany

County, State of Maryland, being known and designated as the easterly one-half of Lot No. 13 and the whole Lot No. 14 as shown on the plat of Bonn's Suburban Addition, which plat is filed among the Land Records of Allegany County in Liber 124, folio 754, said land being described as a whole as follows, to-wit:

Beginning for the same at a point on the southeasterly side of Bedford Road or Bedford Street Extended at a point measured from the intersection of Lots Nos. 12 and 13 North 70 degrees 30 minutes East 21.5 feet on the first line of Lot No. 13 and running then from the end of said last mentioned line along the remainder of the first line of Lot No. 13 and all of the first line of Lot No. 14 along the southeasterly side of Bedford Road North 70 degrees 30 minutes East 67.5 feet to the line of intersection between Lots Nos. 14 and 15 of said addition and running then along the division line between said Lots Nos. 14 and 15 South 19 degrees 30 minutes East 130 feet to a 15 foot alley; then along the northwesterly side of said 15 foot alley South 79 degrees 30 minutes West 67.5 feet; then running through the middle of Lot No. 13 North 19 degrees 30 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George E. Baughman and Grace N. Baughman, his wife, dated the 2nd day of May, 1940 and recorded among the Land Records of Allegany County, Maryland, in Liber 186, folio 370.

Second Parcel: All those lots, pieces or parcels of ground lying and being on the northerly side of LaVale Court known and designated as lots 149 and 150 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of LaVale Court said point being at the end of the division line between lots 150 and 151 in said addition and also distant North 48 degrees 20 minutes

West 51.6 feet from the intersection of said side of LaVale Court with the westerly side of Atlantic Avenue and running then with said side of LaVale Court North 48 degrees 20 minutes West 100 feet to the end of the division line between Lots 148 and 149 in said addition, then with said division line North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said side of Eleanor Street South 48 degrees 20 minutes East 100 feet to the end of the division line between said Lots 150 and 151 and then with said division line South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ernest S. Lomax and Martha M. Lomax, his wife, 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 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 mortgagor 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 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 may 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.

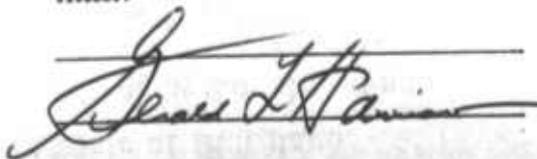
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand Seven Hundred & 00/100 (\$20,700.00) --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]

Albert T. Tomsko

 [SEAL]

Hildegarde A. K. Tomsko

[SEAL]

[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 5TH day of NOVEMBER  
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

Albert T. Tomsko and Hildegard A. K. Tomsko, 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.



*Gerald L. Harris*  
Notary Public.

Compared and Made True  
*Wm. J. ...*  
*Nov 16 1954*

FILED AND RECORDED NOVEMBER 8<sup>th</sup> 1954 at 2:40 P.M.

**This Mortgage,** Made this 5th day of

November in the year nineteen hundred and fifty-four, by and between

Charles B. Jack and Marie A. Jack, 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  
Charles B. Jack and Marie A. Jack, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of  
Ten Hundred Fifty (\$1050.00) - - - - - 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 December 31, 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

Charles B. Jack and Marie A. Jack, 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 situate, lying and being in the Mapleside Addition to Cumberland Allegany County, Maryland, known as Lot No. 173, in said Addition which is more particularly described as follows, to-wit:

BEGINNING FOR THE same at the end of the first line of Lot No. 172 on the East side of Utah Avenue (formerly called Virginia Street), and running with said Avenue, South 10 degrees 10 minutes West 50 feet, then South 79 degrees 50 minutes West 100 feet to a 15-foot alley, and with it, North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 172, and with it reversed to the beginning.

It being the same property which was conveyed by Frank J. Lueck, et ux. to Charles B. Jack, et ux., by deed dated June 1, 1936, and recorded in Deeds Liber 175, folio 81, 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 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 Ten Hundred Fifty (\$1050.00) - - 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

Ten Hundred Fifty (\$1050.00) - - - - - 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: Charles B Jack (SEAL)  
Charles B. Jack  
Marie A. Jack (SEAL)  
Marie A. Jack

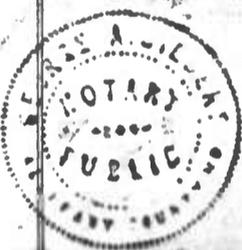
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 5<sup>th</sup> day of November 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

Charles B. Jack and Marie A. Jack, 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.

Geo A Siebert  
Notary Public



*Migel 318 Cal. H. 314*

FILED AND RECORDED NOVEMBER 8<sup>th</sup> 1954 at 2:20 P.M.

PURCHASE MONEY

**This Mortgage,** Made this 28<sup>th</sup> day of October  
in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

LESTER GARLICK and MARY KATHERINE GARLICK,  
his wife,

of Allegany \_\_\_\_\_ County, in the State of Maryland,  
parties of the first part, and KATHERINE E. AYRES \_\_\_\_\_

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

Whereas, the parties of the first are justly and bona fide indebted unto the party of the second part in the full and just sum of FORTY EIGHT HUNDRED DOLLARS (\$4,800.00) 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 \$49.77 on account of interest and principal, beginning on the 5<sup>th</sup> day of JANUARY, 1955, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. Said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness, with privilege to the parties of the first part to prepay said debt or any part thereof at any time.

Payments shall be made to the credit of the party of the second part at the office of The First Federal Savings and Loan Association, Cumberland, Maryland.

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 party of the second part, her heirs and assigns,

~~xxxx and assigns~~, the following property, to-wit:

All that lot or parcel of land situated on the South side of Columbia Street in the City of Cumberland, Allegany County, State of Maryland, and described as follows:

BEGINNING on the South side of Columbia Street at the end of the first line of the lot conveyed by R. E. Henderson et al to Henry Nickel by deed dated February 27, 1881, and recorded in Liber No. 62, folio 684, one of the Land Records of Allegany County, Maryland, and running thence with Columbia Street, North 60-3/4 degrees West 25 feet; then South 29-1/4 degrees West perpendicular to Columbia Street 140 feet to German Street (now called Bond Street); then with said Bond Street, South 60-3/4 degrees East 25 feet to Nickel's lot; and with it to Columbia Street and the beginning; being the Western one-half of Lot No. 28 of Gephart's Second Addition, to Cumberland, a plat

of which is recorded in Liber No. 38, folio 570 of said Land Records.

IT BEING the same property conveyed by Katherine B. Ayres, widow, to Lester Garlick and Mary Katherine Garlick, his wife, by deed dated the 28<sup>th</sup> day of October, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the execution of this mortgage, both being part of the same public transaction, the mortgage being given to secure a part of the purchase price for the property herein 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, the sum of

Four Hundred and Eighty Dollars (\$480.00)

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 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 Party of the second part, her

heirs, executors, administrators and assigns, or Matthew J. Mullaney,

his her 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 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 her

assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Eight Hundred Dollars (\$4,800.00)

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, her 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: *[Signature]*  
*[Signature]*

*Lester Garlick* [SEAL]  
Lester Garlick [SEAL]

*Mary Katherine Garlick* [SEAL]

State of Maryland,  
Allegany County, to-wit:

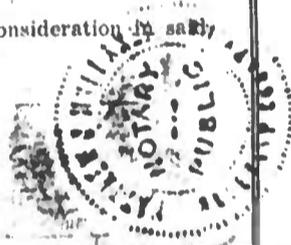
I hereby certify, That on this 28<sup>th</sup> day of October in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LESTER GARLICK and MARY KATHERINE GARLICK,  
his wife,  
and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared KATHERINE E. AYRES,

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.

*[Signature]*  
Notary Public.



Compared and Mailed Delivered

LIBER 308 PAGE 317

To Mtgee City  
Nov 16 1954

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 11:20 A.M.

**This Mortgage.** Made this 8th day of  
November, In the year nineteen hundred and Fifty Four, by and between  
Walter Richardson and Marguerite Ellen Richardson, 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 Three Thousand Nine Hundred (\$3,900.00) 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 in  
monthly payments on the principal and interest of not less than Fifty (\$50.00)  
Dollars, each monthly payment to be applied first to interest then to reduction  
of principal, interest for the following month to be calculated on the principal  
as so reduced.

**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: All that lot or parcel  
of ground situated, lying and being in Craddock's Addition, Cresaptown, Maryland,  
and known and distinguished on the plat thereof as Lot No. 30 of said Addition,  
and which said lot is more particularly described as follows:

Beginning for the same at a point along the Southerly  
side of Warrior Drive at the end of the first line of Lot No. 29, and running  
thence along and with the said Southerly side of Warrior Drive, South 78 degrees  
35 minutes East 50 feet; thence at right angles to Warrior Drive, South 11 degrees  
25 minutes West 218 feet to the outline of the whole property of which this is a  
part; thence with the outlines thereof, North 53 degrees 31 minutes West 55 2/10  
feet to the end of the second line of aforesaid Lot No. 29; thence reversing said  
second line, North 11 degrees 25 minutes East 194 feet to the place of beginning.

Being the same property conveyed by Michael J. Craddock  
et ux to the said Walter Richardson et ux by deed dated June 14, 1938, and recorded  
in Liber No. 185, folio 483, one of the Land Records of Allegany County, Maryland.  
Reference to said deed is hereby made for a further description.

Saving and excepting, however, from the operation and  
effect of this mortgage all that part of the foregoing property which was con-



veyed to the State of Maryland, for the use of the State Roads Commission, by Michael J. Craddock and others.

**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 - -Three Thousand Nine Hundred (\$3,900.00)- - 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- - -Three Thousand Nine Hundred (\$3,900.00)- - -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*

*Walter Richardson* (SEAL)  
Walter Richardson

*Marguerite Ellen Richardson* (SEAL)  
Marguerite Ellen Richardson

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 8th day of November, 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

Walter Richardson and Marguerite Ellen Richardson, 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.



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

*William C. Dudley*  
Notary Public

Controlled and Mailed Delivery  
*Wm. C. Dudley*

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 11:00A.M.

**This Mortgage**, Made this 8th day of November, in the year nineteen hundred and Fifty Four, by and between Eugene H. Gulick and Hilda V. Gulick, 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 Thousand Five Hundred (\$9,500.00) 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 in monthly

payments on the principal and interest of not less than One Hundred Seventy-Five (\$175.00) Dollars.

And the undersigned covenant and agree to pay monthly to the said The Commercial Savings Bank of Cumberland, Maryland, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by The Commercial Savings Bank of Cumberland, Maryland) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by The Commercial Savings Bank of Cumberland, Maryland, for the payment of such premiums, taxes or assessments.

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 928 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: All those five lots, pieces or parcels of ground, situate on the westerly side of South Centre Street, Cumberland, Maryland; and known and distinguished as Lots Nos. 26, 27, 28, 29, and 30 on the plat of the subdivision of property of the Johnson, Stewart and Walsh Company, prepared August 24, 1923, by Leander Schaldt, Civil Engineer, and recorded among the Land Records of Allegany County, Maryland, in Plat Case, Box 8, said five lots being particularly described in a deed from the Johnson, Stewart and Walsh Company of Allegany County, Maryland, to William Brown and Charles W. Donnelly, dated August 29, 1923, and recorded in Liber No. 144, folio 372, of the said Land Records of Allegany County, Maryland, as follows:

Beginning for the same at the end of the first line of the deed from the Johnson, Stewart and Walsh Company to Merwin McKaig, dated April 27, 1915, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 123, folio 189; and running thence with the westerly side of South Centre Street, South 18 degrees East 50.25 feet; thence South 72 degrees 34 minutes West

115.71 feet to the third line of the deed from John S. Schriver, et ux, to John J. Bruce, dated December 23, 1868, and recorded among the Land Records in Liber No. 31, folio 26; thence with said third line of said Bruce deed corrected, North 21 degrees 05 minutes West 56.85 feet to intersect second line of McKaig deed extended; thence with said second line of said McKaig deed reversed, North 74 degrees 24 minutes East 115 feet to the place of beginning; and

Together with the right in common with the property owners of lots Nos. 11 to 25, inclusive, of the Johnson, Stewart and Walsh Company's subdivision, to the 12 foot alleyway in the rear of said lots 11 to 25, inclusive, and particularly to use the same to connect with and to secure access to the 14 foot right of way, situate in the rear of lots Nos. 11 to 30, inclusive, as shown on the plat of the subdivision of the Johnson, Stewart and Walsh Company, said 14 foot right of way running over the northwesterly portion of the property situate on the corner of South Mechanics Street and William Street, in the City of Cumberland, Maryland.

Being the same property conveyed by Thomas K. Malley, et al., Trustees, to Eugene H. Gulick et ux and William E. Gulick et ux by deed dated August 11, 1947, and recorded in Liber No. 216, folio 185, one of the Land Records of Allegany County, Maryland; and including all the property, right-of-way, rights and easement conveyed by The Standard Oil Company of New Jersey to Eugene H. Gulick et ux and William E. Gulick et ux by deed dated October 27, 1947, and recorded in Liber No. 216, folio 189, one of said Land Records; the undivided one-half interest of William E. Gulick et ux in all of said property and rights having been conveyed by them to the said Eugene H. Gulick et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, thus vesting the said Eugene H. Gulick et ux with an absolute ownership, which is hereby conveyed; this mortgage being given to secure part of the purchase price for the interest purchased from William E. Gulick et ux. Reference to said deeds 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 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 Thousand Five Hundred (\$9,500.00)- - -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 Thousand Five Hundred (\$9,500.00)- - -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 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 hands and seals of said Mortgagors

payments on the principal and interest of not less than One Hundred Seventy-Five (\$175.00) Dollars.

And the undersigned covenant and agree to pay monthly to the said The Commercial Savings Bank of Cumberland, Maryland, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by The Commercial Savings Bank of Cumberland, Maryland) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by The Commercial Savings Bank of Cumberland, Maryland, for the payment of such premiums, taxes or assessments.

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: All those five lots, pieces or parcels of ground, situate on the Westerly side of South Centre Street, Cumberland, Maryland; and known and distinguished as Lots Nos. 26, 27, 28, 29, and 30 on the plat of the subdivision of property of the Johnson, Stewart and Walsh Company, prepared August 24, 1923, by Leander Schaidt, Civil Engineer, and recorded among the Land Records of Allegany County, Maryland, in Plat Case, Box 8, said five lots being particularly described in a deed from the Johnson, Stewart and Walsh Company of Allegany County, Maryland, to William Brown and Charles W. Donnelly, dated August 29, 1923, and recorded in Liber No. 144, folio 372, of the said Land Records of Allegany County, Maryland, as follows:

Beginning for the same at the end of the first line of the deed from the Johnson, Stewart and Walsh Company to Merwin McKaig, dated April 27, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 123, folio 489; and running thence with the Westerly side of South Centre Street, South 18 degrees East 50.25 feet; thence South 72 degrees 34 minutes West

138.71 feet to the third line of the deed from John S. Schriver, et ux, to John J. Bruce, dated December 23, 1868, and recorded among the Land Records in Liber No. 30, folio 28; thence with said third line of said Bruce deed corrected, North 24 degrees 05 minutes West 56.55 feet to intersect second line of McKaig deed extended; thence with said second line of said McKaig deed reversed, North 74 degrees 54 minutes East 145 feet to the place of beginning; and

Together with the right in common with the property owners of Lots Nos. 11 to 25, inclusive, of the Johnson, Stewart and Walsh Company's subdivision, to the 12 foot alleyway in the rear of said Lots 11 to 25, inclusive, and particularly to use the same to connect with and to secure access to the 14 foot right of way, situate in the rear of Lots Nos. 31 to 38, inclusive, as shown on the plat of the subdivision of the Johnson, Stewart and Walsh Company, said 14 foot right of way running over the Northwesterly portion of the property situate on the corner of South Mechanic Street and Williams Street, in the City of Cumberland, Maryland.

Being the same property conveyed by Thomas K. Whalley, et al., Trustees, to Eugene H. Gulick et ux and William E. Gulick et ux by deed dated August 11, 1947, and recorded in Liber No. 216, folio 485, one of the Land Records of Allegany County, Maryland; and including all the property, right-of-way, rights and easement conveyed by The Standard Oil Company of New Jersey to Eugene H. Gulick et ux and William E. Gulick et ux by deed dated October 27, 1947, and recorded in Liber No. 218, folio 409, one of said Land Records; the undivided one-half interest of William E. Gulick et ux in all of said property and rights having been conveyed by them to the said Eugene H. Gulick et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, thus vesting the said Eugene H. Gulick et ux with an absolute ownership, which is hereby conveyed; this mortgage being given to secure part of the purchase price for the interest purchased from William E. Gulick et ux. Reference to said deeds 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 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 Thousand Five Hundred (\$9,500.00)- - -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 Willbur 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 Thousand Five Hundred (\$9,500.00)- - - -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*

*Eugene H. Gulick* (SEAL)  
Eugene H. Gulick  
*Hilda V. Gulick* (SEAL)  
Hilda V. Gulick

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

I hereby Certify, that on this 8th day of November, 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

Eugene H. Gulick and Hilda V. Gulick, 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.

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



*William C. Dudley*  
Notary Public

Compared and Mailed Delivered  
to Metzger Barton Md  
Nov. 16 1954

FILED AND RECORDED NOVEMBER 9 1954 at 10:30 A.M.

PURCHASE MONEY

**This Mortgage**, Made this twenty fifth day of October, in the year Nineteen Hundred and Fifty four by and between Harry Alvin Clark, Alice K. Clark, his wife, Harry Anderson Clark and Lois G. Clark, his wife of Allegany County, in the State of Maryland parties of the first part, and The First National Bank of Barton, Maryland, a corporation, organized under the national banking laws of The United States of America, of Barton, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

Whereas,

The parties of the first part are indebted unto the party of the second part in the full and just sum of four thousand dollars for money lent, which sum is to be applied upon the purchase price of the hereafter mortgaged property, and which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at its banking house in Barton, Maryland.

And Whereas, it was agreed between the parties, prior to the lending of said money and the giving of said note that this purchase money mortgage should be executed to secure the prompt payment of the same together with any interest due thereon.

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 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 certain real estate situated in the town of Barton, in Allegany County, Maryland, known and numbered as lots numbers eleven and thirteen ( 11 & 13 ) on the plat of said town, and being also the same two lots of ground which are more particularly described in a deed from Jacob Brown, Trustee, to Samuel A. Boucher, dated July 11, 1891 and of record among the land records of Allegany County, Maryland in Liber No. 70 Folio 567, and also being the same two lots of ground which were conveyed unto the said parties of the first part herein by deed from Samuel M. Berry and wife, dated October \_\_\_\_\_, 1954, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money 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 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 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, their heirs or assigns-----

----- 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 party of the second part, its successors-----

and assigns, or Horne D. Whitworth, its----- 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 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 successors or----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Four thousand-----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 mortgagor

Attest:

*James A. Laughlin* x *Harry Alvin Clark* [SEAL]  
*Alice K. Clark* [SEAL]  
*Harry Anderson Clark* [SEAL]  
*Lois G. Clark* [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this twenty fifth day of October-----

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 Harry Alvin Clark, Alice K. Clark, his wife, Harry Anderson Clark and Lois G. Clark, his wife----- and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared Patrick A. Laughlin

President of The First National Bank of Barton, 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 that he is the president of the said bank duly authorized to make this affidavit.

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

*James A. Laughlin*  
Notary Public.



FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 10:20 A.M.

**This Mortgage**, made this **seventh** day of **October**-----, in the year Nineteen Hundred and fifty four, by and between **Elmer Kemp Fazenbaker and Leota Eleanor Fazenbaker, husband and wife** -----

of **Westernport, Maryland** ----- 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 **eight hundred** ----- Dollars (\$800.00), 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 **s**, dated the **seventh** day of **October** -----, 19**54**, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor **s** 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 \$ **20.00** 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 **7th** day of **October** -----, 19**54**, 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 Mortgagor **s**, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor **s** 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 real estate located in the town of Westernport, Allegany County, Maryland, known and numbered as lots numbers, thirteen, fourteen and fifteen ( 13, 14, 15, ) in Section A. of Greene's Highland Park Addition to Westernport. The said three lots being the same property which was conveyed unto the said parties of the first part herein by deed from Howard O. Jones and wife, dated October 12, 1937 and of record in Liber No.179 Folio 93 of the land records of Allegany County, Maryland. Subject to the reservations as to minerals and other restrictions as set forth in the deeds of previous owners.

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 **s** 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 **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 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 **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 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 **eight 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 J. Laughlin*

*Elmer Kemp Fazenbaker*  
Elmer Kemp Fazenbaker (SEAL)

Lecta

*Leta Eleanor Fazenbaker*  
Leta Eleanor Fazenbaker (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7<sup>th</sup> day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Elmer Kemp Fazenbaker and Leta Eleanor Fazenbaker husband and wife the within named Mortgagor, 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 fide 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*



Compared and Mailed ~~Delivered~~

To *Mrs. Mabel Barton, Md.*

*Nov. 16, 1954*

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 10:40 A.M.

PURCHASE MONEY, Second

**This Mortgage**, Made this twenty fifth day of October in the year Nineteen Hundred and Fifty four by and between Harry Alvin Clark, Alice K. Clark, his wife, Harry Anderson Clark and Lois G. Clark, his wife of Allegany County, in the State of Maryland parties of the first part, and Samuel H. Berry and Fay B. Berry, his wife,

parties of the second part -----

of Barton, Allegany----- County, in the State of Maryland-----

parties of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the parties of the second part in the full and just sum of twenty five hundred dollars ( \$ 2500.00 ), being a part of the purchase money for the hereby mortgaged property, and which loan is evidenced by the promissory note of the parties of the first part, of even date herewith for said sum of twenty five hundred dollars, payable on or before ten years from the date hereof, with interest thereon payable every six months, at The First National Bank of Barton, Maryland. It being covenanted and agree that the lien of this mortgage shall be second to and subordinate and follow the mortgage lien of The First National Bank of Barton, Maryland for the sum of four thousand dollars, said lien being also for part of the purchase money of said property, dated October 25, 1954 and to be recorded among the mortgage records of Allegany County, Maryland at the same time as the recording of this second mortgage.

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 certain real estate situated in the town of Barton, in Allegany County, Maryland, known and numbered on the plat of said town as lots numbers eleven and thirteen, and being also the same two lots of ground which are more particularly described in a deed from Jacob Brown, Trustee, to Samuel Boucher, dated July 11, 1891 and of record among the land records of Allegany County, Maryland in Liber No. 70 Folio 567; and being also the same two lots of ground which were conveyed unto the parties of the first part herein by deed from Samuel M. Berry et ux, dated October 25, 1954, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this second purchase money 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 parties of the first part, their-----

----- heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their-----

executors, administrators or assigns, the aforesaid sum of twenty five hundred 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, their heirs and assigns~~

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 ~~Horace D. Whitworth, their~~ 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 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 ~~their heirs or~~ assigns, the improvements on the hereby mortgaged land to the amount of at least

~~twenty five hundred~~ 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~~ 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

<i>[Signature]</i>	x <i>[Signature]</i>	[SEAL]
	Harry Alvin Clark.	
<i>[Signature]</i>	x <i>[Signature]</i>	[SEAL]
	Alice K. Clark.	
<i>[Signature]</i>	x <i>[Signature]</i>	[SEAL]
	Harry Anderson Clark.	
<i>[Signature]</i>	x <i>[Signature]</i>	[SEAL]
	Lois G. Clark.	

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this twenty fifth day of October-----  
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  
Harry Alvin Clark, Alice K. Clark, his wife, Harry Anderson Clark  
and Lois G. Clark, his wife -----  
and each acknowledged the foregoing mortgage to be their voluntary  
act and deed; and at the same time before me also personally appeared Samuel K. Berry,  
one of the within -----  
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.

*Samuel K. Berry*  
Notary Public

Compared and Made Public  
Mortgage Frostburg Md  
Nov 16 1954

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 11:20 A.M.

**This Mortgage,** Made this 6<sup>th</sup> day of November, 1954

by and between **ALBERT KLINK and DOROTHY KLINK, his wife,**



of Allegany County, Maryland, part ies of the first part, herein-  
after called the "Mortgagor," and **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 second part, hereinafter called the "Mortgagee."

**Whereas,** the Mortgagor, being a member of said Society, has received therefrom a loan  
of - - FOURTEEN HUNDRED - - - - - DOLLARS (\$1400.00 )  
being the balance of the purchase money for the property hereinafter described  
on his Ten and 10/13 - - - - - (10-10/13 ) SHARES  
of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Thirteen and 66/100 - - - - -  
 - - - - - DOLLARS (\$ 13.66 ), on or before the *sixth* -  
 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; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lot 17 of Hitchins First Addition to Frostburg, a plat of which addition is recorded in Deeds Liber 103, folio 725 among the Land Records of Allegany County, Maryland.

IT being the same property which was conveyed by Lloyd E. Klink et ux to Albert Klink et ux by deed dated December 15, 1953, and recorded in Deeds Liber 256, folio 154 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 thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

( \$ ) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the

establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said 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, and if said property be not sold, it 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; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

W. R. Rouse

Albert Klink (SEAL)  
ALBERT KLINK

Dorothy Klink (SEAL)  
DOROTHY KLINK

\_\_\_\_\_  
(SEAL)

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

I hereby certify, That on this 6th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert Klink and Dorothy Klink, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be \_\_\_\_\_

their respective \_\_\_\_\_ act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

*Anna Jean [Signature]*  
Notary Public

Compared and Made \_\_\_\_\_  
To *Mt George Md*  
*Nov. 16 19 54*

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 2:30 P.M.

**This Mortgage,** Made this 5th day of November,  
in the year Nineteen Hundred and Fifty -four, by and between

RICHARD H. DUNN and DOROTHY M. DUNN, his wife,  
and MARY G. DUNN, widow,

of Allegany County, in the State of Maryland,

part ies of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,  
MOUNT SAVAGE, a national banking corporation, having its principal office  
in Mount Savage,

of Allegany County, in the State of Maryland,

party \_\_\_\_\_ of the second part, WITNESSETH:

**Whereas,** the parties of the first part are justly and firmly indebted unto the said party of the second part in the full and just sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) together with interest thereon at the rate of six per cent (6%) per annum, payable one year after date to the order of the party of the second part, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.





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 and assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Fifty Dollars (\$750.00) 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 and 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

Attest:

Betty Blank  
Betty Blank  
Betty Blank

Richard H. Dunn [SEAL]  
Richard H. Dunn  
Dorothy M. Dunn [SEAL]  
Dorothy M. Dunn  
Mary G. Dunn [SEAL]  
Mary G. Dunn

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 5th day of November 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 H. DUNN and DOROTHY M. DUNN, his wife, and MARY G. DUNN, widow, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared RAYMOND L.

LITTLEWRIGHT, Cashier of The First National Bank of Mount Savage, 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 he further made oath in due form of law that he is the Cashier of said bank and is duly qualified to execute this affidavit.

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

Betty Blank  
Notary Public.

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 2:35 P.M.**PURCHASE MONEY  
This Mortgage,**Made this 6th day of November,  
in the year Nineteen Hundred and Fifty -four, by and betweenCYRUS EDWIN FRANKENBERRY and  
EULA FRANKENBERRY, his wife,  
andROBERT J. CRUMP and VIRGINIA L. CRUMP,  
his wife,of Allegany County, in the State of Maryland,part lea of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,  
MARYLAND, a national banking corporation, having its principal office  
in Mount Savage,~~or~~ 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 THREE THOUSAND DOLLARS (\$3,000.00), payable one year after date to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

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 party of the second part, it s successors and assigns,

~~xxxxxxx~~ the following property, to-wit:

**FIRST:** All the following described lot or parcel of land situate and being in the Town of Mount Savage, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake from which the Northwest corner of Patrick H. Farrell's property bore South 30-1/2 degrees East 30 feet, and running North 60 degrees East 165 feet to a Street, North 30-1/2 degrees West 65 feet, thence South 60 degrees West 16 5 feet to a road, and along said road South 30-1/2 degrees East 65 feet to the place of beginning. Containing 1/4 of an acre, more or less.

IT BEING the same property conveyed by Paul Allen Dickel and Dora Violet Dickel, his wife, to Robert J. Crump and

Virginia L. Crump, his wife, by deed dated the 6<sup>th</sup> day of November, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

**SECOND:** All of that property which is more particularly described in that certain deed from James P. Frankenberg and Betty Jane Frankenberg, his wife, to Cyrus Edwin Frankenberg and Eula Frankenberg, his wife, dated March 2, 1945, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 203, folio 180, said property containing 1.42 acres, and a particular reference to which said deed is hereby made for a more accurate and complete 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.



State of Maryland,  
 Allegany County, to-wit:

I hereby certify. That on this 6th day of November,  
 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  
 CURUS EDWIN FRANKENBERRY and EULA FRANKENBERRY, his wife,  
 and ROBERT J. CRUMP and VIRGINIA L. CRUMP, his wife,

and they acknowledged the foregoing mortgage to be their  
 act and deed; and at the same time before me also personally appeared RAYMOND L.

HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage,  
 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 he further made oath in  
 due form of law that he is the Cashier of said bank and is duly  
 authorized to make this affidavit.



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

*Betty Blank*  
 Notary Public.

FILED AND RECORDED OCTOBER 18<sup>th</sup> 1954 at 2:10 P.M.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this  
 day of October, 1954, by The First Federal Savings and Loan As-  
 sociation of Cumberland, Maryland, witnesseth:

WHEREAS, by a Mortgage bearing date the 8th day of  
 February, 1952, and recorded in Mortgage Liber No. 257, folio 99,  
 one of the Mortgage Records of Allegany County, under the hands  
 and seals of Kenneth L. Shaffer and Myna E. Shaffer, his wife,  
 the ground and premises therein described became limited and  
 assured unto the said The First Federal Savings and Loan Associa-  
 tion of Cumberland, Maryland, by way of Mortgage, and for the  
 purpose of securing the sum of Ten Thousand (\$10,000.00) Dollar,  
 and the interest thereon at the rate expressed in said Mortgage,

as will more fully appear by reference thereto, and

WHEREAS, the said Mortgagors have made substantial payments unto the said The First Federal Savings and Loan Association on account of said Mortgage debt, and the said Mortgagors have negotiated for the sale of the hereinafter described property unto William L. Zembower and Nellie M. Zembower, his wife, and the said Mortgagors now desire to have said parcel of land and the improvements thereon as included in said Mortgage, released from the lien thereof, which said property is hereinafter described, and the said The First Federal Savings and Loan Association has agreed, in consideration of said payments heretofore made, to release the hereinafter described property.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, in hand paid, the receipt of which is hereby acknowledged, the said The First Federal Savings and Loan Association of Cumberland, Maryland, does hereby grant and release from the lien of said Mortgage, all that lot or parcel of ground situate, lying and being in the Village of Ellerslie, in Allegany County, in the State of Maryland, and designated as Lot No. One, on the Plat of Albright's Addition to Albright's Fourth Addition to the Town of Ellerslie, and is bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of the State Road, at the end of the first line of a deed from Samuel H. Albright, and wife, to John C. Albright, dated March 5, 1915, and recorded among the Land Records of Allegany County, Maryland, said beginning being also at a point bearing North 4 degrees 40 minutes East 60 feet from the intersection of the Easterly side of the aforesaid State Road, with the Northerly side of Allegany Street, as widened to 20 feet, and also being 7½ feet Easterly from the Easterly edge of the concrete driveway on said State Road, and running thence with the Easterly side of said State Road, parallel with and 7½ feet Easterly from the Easterly edge of the concrete driveway on said Road, North 4 degrees 40 minutes East 50 feet to the Southerly side of Albright's Alley, then with the Southerly side of said Alley, South 86 degrees East 138-95/100 feet to the Westerly side of Orchard Alley, then with the Westerly side of said Alley, South 7 degrees 54 minutes West 50 feet to a stake at the end of the second line of the aforesaid deed from Samuel H. Albright and wife to John C. Albright, then with said second line reversed and corrected for variation and to call, North 86 degrees West 136-2/10 feet to the beginning.

It being the same property which was conveyed unto Kenneth L. Shaffer and Myna E. Shaffer, his then wife, by Samuel H. Albright and wife, by deed dated February 18, 1937, and recorded in Liber 141, folio 9, one of the Land Records of Allegany County. The said Myna E. Shaffer hereafter departed this life, thus vesting the title in and to said property unto the said Kenneth L. Shaffer as the survivor, and the said Kenneth L. Shaffer has since remarried, his present wife being Mary C. Shaffer.

It being distinctly understood and agreed that this Release shall not affect in any manner the lien of said Mortgage upon the remaining property as included in said Mortgage.

TO HAVE AND TO HOLD the above described property unto William L. Zembower and Nellie M. Zembower, his wife, the purchasers thereof, their heirs and assigns, in the same manner as if the aforesaid Mortgage had never been executed.

ATTEST:

THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION



*George L. Harris*  
Secretary

By *Lynn C. Lashley*  
Lynn C. Lashley, President

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 18<sup>th</sup> day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Lynn C. Lashley, President of The First Federal Savings and Loan Association, and he acknowledged the foregoing Deed of Partial Release of Mortgage to be the act of said corporation.

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



*George L. Harris*  
Notary Public

Comptroller and Treasurer  
T. Earl Mangum, City  
Nov 17 1954

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 10:00 A.M.

PURCHASE MONEY

**This Mortgage,** Made this 5<sup>th</sup> day of November

in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between  
Robert Nathaniel Riggleman and Freeda Cristina Riggleman, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Irving W. Athey and Bertha L. Athey, his wife,

of Allegany County, in the State of Maryland

parties 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 Seven Thousand (\$7,000.00) Dollars, being the purchase price of the hereinafter conveyed property and which said principal sum or any balance thereof shall bear interest at the rate of five per cent (5%) per annum, said interest to begin to run on the 1st day of November, 1954, and which said interest shall be computed and payable monthly, the first of which said monthly payments shall become due and payable on the 1st day of December, 1954, and monthly thereafter on the 1st day of each succeeding month until the aforesaid principal sum and any balance thereof shall have been fully paid; and the said principal sum shall be repaid in semi-annual installments of One Hundred (\$100.00) Dollars each, the first of which said semi-annual installments shall become due and payable on the 1st day of December, 1956, and ~~annually~~ <sup>semi-</sup>annually thereafter until the aforesaid principal sum and any balance thereof, shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum or 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 thereof, together with the interest thereon, the said

Robert Nathaniel Riggleman and Freeda Cristina Riggleman, his wife,

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

Irving W. Athey and Bertha L. Athey, his wife, their

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

ALL those tracts, parts of tracts, pieces, and parcels of land situate, lying, and being on Merley's branch in Allegany County and State of Maryland, and known as the McElfish farm, consisting of three separate tracts of land and which said tracts of land are more particularly described as follows, to-wit:

**PARCEL NO. ONE:** ALL that piece or parcel of land named and described in a deed from Amon Wilson and wife to James Wilson, dated June 20, 1852, and recorded among the Land Records of Allegany County in Liber No. 8, folio 501.

**PARCEL NO. TWO:** ALL that other tract or parcel of land called "Good News" and described in a deed from James H. Bevans, Trustee, to James Wilson, dated October 18, 1851, and recorded among the aforesaid Land Records in Liber No. 7, folio 700.

PARCEL NO. THREE: ALL that other tract or parcel of land called "Lawn Resurveyed" conveyed by and described in a deed from George Robinette and wife to James Wilson, dated July 7, 1847, and recorded among the aforesaid Land Records in Liber No. 3, folio 655; the said three parcels of land containing in all, 130 acres, more or less.

The said tracts or parcels of land hereinbefore mentioned and described are sold subject to a right of way for a road described in a deed from James W. Stickley, et ux, to William N. Tyler, recorded among the Land Records of Allegany County, Maryland, in Liber No. 154, folio 633.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Irving W. Atney and Bertha L. Atney, his wife, and Robert Nathaniel Riggleman and Freeda Cristina Riggleman, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; 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 therunto belonging or in anywise appertaining.

Provided, that if the said Robert Nathaniel Riggleman and Freeda Cristina Riggleman, their heirs, executors, administrators or assigns, do and shall pay to the said

Irving W. Atney and Bertha L. Atney, his wife, their

executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

Seven Thousand (\$7,000.00) 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 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 \_\_\_\_\_

Robert Nathaniel Riggleman and Freeda Cristina Riggleman, 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 Robert Nathaniel Riggleman and

Freeda Cristina Riggleman, 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 \_\_\_\_\_

Irving W. Atney and Bertha L. Atney, 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 \_\_\_\_\_, 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 Robert Nathaniel Riggleman and Freeda Cristina Riggleman, 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 Robert Nathaniel Riggleman and Freeda Cristina

Riggleman, 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 Seven Thousand (\$7,000.00) 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 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees 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:

Earl E. Manges

Robert Nathaniel Riggleman [SEAL]  
ROBERT NATHANIEL RIGGLEMAN

Earl E. Manges

Freeda Cristina Riggleman [SEAL]  
FREEDA CRISTINA RIGGLEMAN

[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 5th day of November 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 Robert Nathaniel Riggleman and Freeda Cristina Riggleman, 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 Irving W. Athey and Bertha L. Athey, 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 for forth.

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



Earl E. Manges  
Notary Public.

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 12:25 P.M.

purchase money

**This Mortgage**, Made this 8<sup>TH</sup> day of NOVEMBER, in the year Nineteen Hundred and fifty -FOUR by and between  
George A. Rendar and LaVerne K. Rendar, 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-five Hundred & 00/100 - - - - (\$6500.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5<sup>1</sup>/<sub>2</sub> per cent. per annum, in the manner following:

By the payment of Forty-four & 72/100 - - (\$44.72) - - - - 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 southerly side of Washington Street known and designated as Lot No. 45 in Eckhart Flat Addition No. 2 to Frostburg, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 103, folio 501 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 southerly side of Washington Street at the end of the first line of Lot No. 44 in said addition and running then with said street South 57 degrees 45 minutes East 40 feet, then with the division line between Lots Nos. 45 and 46 in said addition South 31 degrees 45 minutes West 165 feet to the northerly side of a 16 foot alley, then with said alley North 57 degrees 45 minutes West 40 feet to the end of the second line of said Lot No. 44 and then with said second line reversed North 31 degrees 45 minutes East 165 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William McGregor and Naomi D. McGregor, his wife, 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-five Hundred & 00/100 - - (\$6500.00) - - - - - 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 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 govern-

mental 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:

*[Signature]*  
*George A. Rendar* [SEAL]  
George A. Rendar  
*LaVerne K. Rendar* [SEAL]  
LaVerne K. Rendar

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 8<sup>TH</sup> day of NOVEMBER

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

George A. Rendar and LaVerne K. Rendar, 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.



Hand and Notarial Seal the day and year aforesaid.

*[Signature]*  
Notary Public.

County of Allegany  
to the Allegany City  
Nov 9 1954

FILED AND RECORDED NOVEMBER 9<sup>th</sup> 1954 at 12:25 P.M.

**This Mortgage,** Made this 8<sup>th</sup> day of NOVEMBER in the  
year Nineteen Hundred and fifty-four by and between  
Quentin L. Griffey and Hazel R. Griffey, 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 Forty-five Hundred & 00/100 - - - - (\$4500.00) - - - - - 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 Forty-five & 00/100 - - (\$45.00) - - - - - 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 those parcels or tracts of land lying and being in Allegany County, Maryland, and more particularly described as follows, to-wit:

First Parcel: Beginning for the same on the second line of said whole lot at a point distant thirty nine feet from the end of the first line of said whole lot, and running then with the second, third, fourth, fifth and sixth lines thereof, North 71 degrees West 55 feet, North 16 1/2 degrees East 40 feet, North 73 degrees West 26 feet, North 16 1/2 degrees East 112 1/2 feet, North 84 degrees East 25 feet, then by a straight line across said whole lot to the place of beginning. Also the right of way across said lot that was conveyed to Emma E. Griffey by deed dated the 20th day of June, 1943, which said deed is recorded in Liber 197, folio 23 one of the Land Records of Allegany County, Maryland.

Second Parcel: Beginning at a post, corner of a twenty foot street, then North 16-7/8 degrees East 40 feet to a post; then with lands now or late of George Griffey, South 73 degrees East 26 feet to a post; then by lands now or late of George Griffey, South 16-7/8 degrees West 42 1/2 feet to a post at street; then by a 20 foot street North 71



degrees West 26 feet to post, the place of beginning.

Also a small semi-circular piece of land immediately in the rear of the above described lot of land upon stood, or now stands the pulpit recess extending from the old church building on the above described lot of land, which semi-circular piece of land contains 127 square feet.

Being the same property which was conveyed unto the parties of the first part by deed of Emma E. Griffey dated the 26th day of May, 1949 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, folio 321.

"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 of 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 mort-

gagge or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred & 00/100 - - - (\$4500.00) - - - - 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 W. Legge*

*Quentin L. Griffey* [SEAL]  
Quentin L. Griffey  
*Hazel R. Griffey* [SEAL]  
Hazel R. Griffey

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 8TH day of NOVEMBER,

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

Quentin L. Griffey and Hazel R. Griffey, 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.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

Completed and Recorded  
in Mtguel City  
Nov 19 1954

FILED AND RECORDED NOVEMBER 10 1954 at 9:50 A.M.

**This Mortgage,** Made this 5th day of

November in the year nineteen hundred and fifty-four, by and between

Chalmers H. Goshorn and Marie S. Goshorn, 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

Chalmers H. Goshorn and Marie S. Goshorn, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of  
Two Thousand (\$2,000.00) - - - - - 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 December 31, 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

Chalmers H. Goshorn and Marie S. Goshorn, 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 the  
Town of Lonaconing, in Allegany County, State of Maryland, the same  
being known and designated as Lot Number Ten (10) on the Plat of Bell  
and Clark's Addition to said Town of Lonaconing, called "Castle Hill",  
and particularly described as follows:

BEGINNING at a stake standing at the end of the  
Third line of Lot Number Three (3) on the aforesaid Plat, and revers-  
ing said third line, North 24 degrees West 130 feet to the Sixth line  
of Lot Number Six (6); thence with said Sixth line reversed, South  
59 1/2 degrees West 112 feet to the end thereof; thence South 22 degrees  
East 36 feet; thence South 78 1/2 degrees East 138 feet to the beginning.

It being the same property which was conveyed unto  
the said Mortgagors by Mary Love, widow, et al, by deed dated the 5  
day of November, 1954, and to be duly recorded 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 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  
Two Thousand (\$2,000.00) - - - - 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 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 Amendment 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

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to 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:

*Chalmers H. Goshorn* (SEAL)  
Chalmers H. Goshorn

*Juanita M. ...*

*Marie S. Goshorn* (SEAL)  
Marie S. Goshorn

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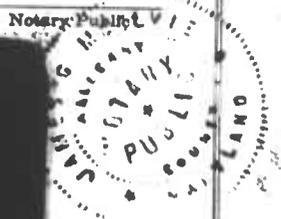
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24 day of November 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

Chalmers H. Goshorn and Marie S. Goshorn, 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 B. Miller*



*Mortgage 627 & 628 City*

FILED AND RECORDED NOVEMBER 10<sup>th</sup> 1954 at 10:10 A.M.

PURCHASE MONEY  
**This Mortgage,** Made this 9<sup>th</sup> day of November,  
in the year Nineteen Hundred and Fifty -four, by and between

Clyde O. Bohrer and Edna G. Bohrer, his wife,

of Allegany County, in the State of Maryland,  
parties of the first part, and Charles W. Baygor

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

Whereas, the parties of the first part are jointly and severally indebted unto the party of the second part in the full and just sum of FORTY-NINE HUNDRED AND FIFTY (\$4950) DOLLARS which provides for payments on account of the principal debt of at least \$40.00 each and every month hereafter and to pay in addition thereto interest at the rate of 4-1/2% per annum, interest to be calculated on quarterly balances and to be paid quarterly in addition to the regular monthly payments on account of principal, as aforesaid. This mortgage is evidenced by a joint and promissory note of even date made by the parties of the first part and payable to the order of the party of the second part in the sum of \$4950.00 with obligation to pay the same with interest and in installments as above set forth.

**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 Clyde O. Bohrer and Edna G. Bohrer, his wife,

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

Charles W. Raygor, his

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

All the following real estate lying and being in the City of Cumberland, in Allegany County, in the State of Maryland, being part of Lots Nos. 69 and 70 in Haley's Addition to said City, and described as follows, to-wit:

BEGINNING for the same at an iron pin standing on the west side of Elm Street, on a line drawn North 27 degrees and 10 minutes East 90 feet from the intersection of the west side of Elm Street with the North side of Spring Street, which said pin is North  $34\frac{2}{3}$  degrees West 39- $\frac{1}{2}$  feet from the Northeast corner of the brick dwelling house of Mrs. Hannah Ryan, and running thence from said pin North 27 degrees and 10 minutes East 30 feet to the division fence between the lot hereby conveyed and the lot heretofore conveyed by Thomas Hobbs and wife, and L. A. Fletcher to Janet Rinker, by deed dated November 17, 1892, then with said division North  $63\frac{1}{2}$  degrees west 100 feet to Lutaw Street, then with Lutaw Street, South 27 degrees and 10 minutes west 30 feet, then by a straight line to the beginning.

This being the same property which was conveyed by Charles W. Raygor, widower, unto the said Clyde O. Bohrer and Edna G. Bohrer, his wife, by deed dated November 9, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this mortgage being a purchase money 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 Clyde O. Bohrer and Edna G. Bohrer, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Charles W. Raygor, his executors, administrators or assigns, the aforesaid sum of FORTY-NINE HUNDRED AND FIFTY 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 \_\_\_\_\_

Clyde O. Bohrer and Edna G. Bohrer, 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 Clyde O. Bohrer and Edna G. Bohrer,  
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 Charles W. Raygor, his

heirs, executors, administrators and assigns, or Thomas Lohr Richards 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 their Clyde O. Bohrer and Edna G. Bohrer, his wife, 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 Clyde O. Bohrer and Edna G. Bohrer, 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 his assigns, the improvements on the hereby mortgaged land to the amount of at least

Forty-nine hundred and fifty 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, his 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:

Rosalia A. Crabtree

Clyde O. Bohrer [SEAL]  
Clyde O. Bohrer  
Edna G. Bohrer [SEAL]  
Edna G. Bohrer

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 9th day of November,  
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

Clyde O. Bohrer and Edna G. Bohrer, his wife,  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared

Charles W. Raygor, widower,  
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.

*Roscoe A. C...  
Notary Public*



*Mortgage July 2nd 1954*

FILED AND RECORDED NOVEMBER 10<sup>th</sup> 1954 at 9:55 A.M.

**This Mortgage,** Made this 8<sup>th</sup> day of

November in the year nineteen hundred and fifty-four, by and between

John H. Davis, Sr. and Towanda I. Davis, 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

John H. Davis, Sr. and Towanda I. Davis, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirteen Hundred (\$1300.00) - - - - - 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 December 31, 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

John H. Davis, Sr. and Towanda I. Davis, 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 lying and being in the City of Cumberland, Allegany County, Maryland, known as parts of Lots Nos. 8 and 9 in Magruder's Addition to Cumberland, and particularly described as follows:

BEGINNING for the same at a point on the Southeasterly side of Frederick Street at the end of 25 feet on the first line in the deed from Stewart McNeal, et ux, to the Real Estate and Building Company, dated November 11, 1915, and recorded among the Land Records of Allegany County, Maryland in Liber No. 117, folio 479; and running thence with the Southeasterly side of Frederick Street and with the first line of said deed, North 39 degrees 33 minutes East 25 feet; thence with the second and part of the third lines of said deed, South 46 degrees 17 minutes East 113 feet; South 42 degrees 3 minutes West 25 feet; thence North 46 degrees 17 minutes West 111.9 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Anna Mae Cozzens and husband by deed dated the 10th day of April, 1950, and recorded in Liber No. 229, folio 84, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground, same being part of Lot No. 8 of Magruder's Addition situated on the Southeasterly side of Frederick Street in the City of Cumberland, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southeasterly side of Frederick Street, it being also the beginning of the first line of the deed from Stewart McNeal and wife to the Real Estate and Building Company of Cumberland, Maryland, dated November 11, 1915, and recorded in Liber No. 117, folio 479, one of the Land Records of Allegany County, Maryland, and running thence with the first line of said deed, North 39 degrees 33 minutes East 25 feet; thence South 46 degrees 17 minutes East 108.65 feet (distance corrected) to intersect an ancient board fence; thence with said ancient board fence by a corrected bearing and distance South 38 degrees 45 minutes West 25.03 feet to a stake set with and in line with said board fence; thence North 46 degrees 17 minutes West 109 feet (distance corrected) to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Carl J. Fisher and others by deed dated the 9th day of July, 1953, and recorded in Liber No. 251, folio 331, 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 (\$1300.00) - - - 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 mortgage 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 (\$1300.00) - - - - - 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:

John H. Davis Sr (SEAL)  
John H. Davis, Sr.

Thomas L. Keech Towanda I. Davis (SEAL)  
Towanda I. Davis

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of November 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

John H. Davis, Sr. and Towanda I. Davis, 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 company 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

Consolidated and Mailed  
 To Mtge City  
 Nov. 17 1954

FILED AND RECORDED NOVEMBER 10<sup>th</sup> 1954 at 1:30 P.M.

purchase money

**This Mortgage**, Made this 10<sup>th</sup> day of November  
 in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

Cleo B. Henneman and Therese M. Henneman, his wife,

of Allegany County, in the State of Maryland  
 part 138 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  
 part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7850.00 with interest at the rate of 4½% computed monthly on unpaid balances, said indebtedness to be amortized over a 20 year period by the payment of at least \$49.69 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 which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part, thereof not less than the amount of one installment or \$100.00 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 \_\_\_\_\_

Cleo B. Henneman and Therese M. Henneman, his wife,

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

Second National Bank of Cumberland, its successors

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

All that lot, piece or parcel of ground known and distinguished as Lot No. 3 of James H. Burkhardt's part of the National Highway Addition, LaVale, Maryland, an amended plat of which part is of record among the Plat Records of Allegany County, Maryland, in Liber No. 1, folio 139, said lot being more particularly described as follows, to-wit:

Beginning for the same at a peg on the southerly side of Braddock Street at the end of the first line of Lot No. 2 of said part

of said addition, said point of beginning also South 42 degrees 41 minutes West 200 feet from the intersection of the southerly side of Braddock Street with the westerly side of Beachly Street, and running then with said side of Braddock Street North 42 degrees 41 minutes East 50 feet to the beginning point of Lot No. 4 of said part of said addition, then South 47 degrees 23 minutes East 140 feet to a 20 foot alley, then with said alley South 42 degrees 41 minutes West 50 feet, and then North 47 degrees 23 minutes West 140 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank R. Winsheimer and Mary C. Winsheimer, his wife, of recent date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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 Cleo B. Henneman & Therese M. Henneman, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its executor s, administrators or assigns, the aforesaid sum of \_\_\_\_\_

Seven Thousand Eight Hundred Fifty (\$7850.00) 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 \_\_\_\_\_

Cleo B. Henneman and Therese M. Henneman, 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 Cleo B. Henneman and Therese M.

Henneman, 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 Second National Bank of Cumberland, its successors

~~Notary~~ \_\_\_\_\_ and assigns, or Harry I. Stegmaler 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 Cleo B. Henneman  
and Therese M. Henneman, 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 Cleo B. Henneman and Therese M. Henneman, 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  
Seven Thousand Eight Hundred Fifty & 00/100 - (\$7850.00) - - 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 heirs 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 mortgagor s.

Attest:  
Angela A. McClure Cleo B. Henneman [SEAL]  
Therese M. Henneman Therese M. Henneman [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 10<sup>th</sup> day of November  
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  
Cleo B. Henneman and Therese M. Henneman, his wife,  
and they acknowledged the foregoing mortgage to be their  
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.

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

Chas. Shaw  
Notary Public.

FILED AND RECORDED NOVEMBER 17<sup>th</sup> 1954 at 2:55 P.M.DEED OF TRUST

THIS DEED, Made this 17<sup>th</sup> day of ~~October~~<sup>November</sup>, 1954, by and between FROSTBURG AUTO COMPANY, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, hereinafter referred to as "First Party", and EDWARD J. RYAN and W. EARLE COBEY, Cumberland, Allegany County, Maryland, Trustees, as hereinafter set forth, and hereinafter referred to as "Trustee", party of the second part:

WHEREAS, first party has assumed the payment of all the direct and indirect obligations and indebtedness of the partnership known as the Frostburg Auto Company and comprised of McDonough Ferree and Marshall C. Ferree, as will appear by reference to those proceedings known as No. 23,639 Equity in the Circuit Court for Allegany County, Maryland, wherein is filed a statement of indebtedness of the said partnership; and

WHEREAS, this deed of trust is given to secure the strict performance of the aforesaid covenant to pay said indebtedness.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

That the First Party, in consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has given, granted, bargained and sold, conveyed, released and confirmed, and does hereby give, grant, bargain and sell, convey, release and confirm unto the party of the second part, as Trustee, his successors and assigns, all that lot, piece or parcel of land lying and being in Allegany County, Maryland, situate in the Town of Frostburg, on the southerly side of West Union or Main Street, known and distinguished as "part of Frostburg" and more particularly described as follows:

BEGINNING for the same at a point lying North thirty-seven degrees West twenty-nine perches from Blair's Alley, and running thence South fifty-six degrees West ten perches, thence North thirty-five degrees West four perches, thence North fifty-six degrees East ten perches and thence by a straight line to the place of beginning; containing one-quarter of an acre more or less.

IT being the same property which was conveyed to Marshall C. Ferree, trading as the Frostburg Auto Company, by William A. Gunter and Edward J. Ryan, Trustees, by deed dated July 11, 1935, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 173, folio 72.

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 property unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said described property for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured and guaranteed, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of the indebtedness hereinbefore mentioned, and all moneys advanced or expended, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described property unto the said First Party or assigns, at the cost of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said indebtedness or of any installment of principal and interest as therein provided, or in the payment of any of the sums for taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the said Trustee on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment of insurance or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the said Trustee may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other

conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of any creditor of said partnership, and in case of any default of any purchaser, to resell, at public auction, for cash, as a whole or in parcels, in the Trustee's discretion, at such time and place, and after such previous public advertisements as the party of the second part as Trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said chattels and personal property at time of sale and to retain as compensation a commission of eight per centum (8%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said debts of said partnership, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said debts shall, upon such sale being made before the maturity thereof, be and become immediately due and payable at the election of any creditors; and Lastly, to pay the remainder of said proceeds, if any there be, to First Party, its successors and assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the property as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore mentioned.
2. That it will pay all taxes, assessments, and other governmental or municipal charges, fines or impositions upon the aforesaid property; and in default of such payment by First Party, the Trustee may pay the same, and any sum or sums so paid by the Trustee shall be added to the debt hereby secured, shall be pay-

able on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. That it will keep the said property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

4. And the said First Party further covenants to insure forthwith, and pending the existence of the indebtedness hereby secured, to keep insured by some insurance company or companies acceptable to the Trustee or his assigns, the improvements on the premises hereinbefore mentioned and described to the amount of at least Fifteen Thousand Dollars (\$15,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire or other losses to inure to the benefit of the Trustee, his successors or assigns, to the extent of the indebtedness hereby secured, and to place such policy or policies forthwith in possession of the Trustee or the Trustee may effect said insurance and collect the premiums thereon with interest as part of the indebtedness hereby secured.

5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

6. First Party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of said property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee shall bring or defend

any other action to protect or establish any of their rights here-  
under, the First Party will pay, in addition to costs and dis-  
bursements allowed by law, the reasonable attorneys' fees, all of  
which shall be added to the indebtedness secured hereby.

The covenants herein contained shall bind, and the  
benefits and advantages shall inure to, the respective heirs,  
executors, administrators, successors, and assigns of the parties  
hereto. Whenever used the singular number shall include the  
plural, the plural the singular, and the use of any gender shall  
be applicable to all genders.

IN WITNESS WHEREOF, the First Party 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.



FROSTBURG AUTO COMPANY

ATTEST:

By Marshall C. Ferree  
President

John E. Ferree  
Secretary

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18<sup>th</sup> day of ~~October~~ <sup>November</sup>, 1954,  
before me, the subscriber, a Notary Public of the State of Mary-  
land, in and for the County aforesaid, personally appeared  
Marshall C. Ferree, President of Frostburg Auto Company, a corpo-  
ration, and acknowledged the foregoing deed of trust to be the  
act and deed of said corporation, and the said Marshall C. Ferree  
further made oath in due form of law that he is President and  
Agent of said Corporation and duly authorized to execute this  
deed.

WITNESS my hand and notarial seal.



Mary Margaret Kelly  
Notary Public

FILED AND RECORDED NOVEMBER 17<sup>th</sup> 1954 at 3:40 P.M.

**This Mortgage.** Made this 17<sup>th</sup> day of November  
in the year Nineteen Hundred and Fifty-four, by and between  
Bernard F. Bealky, Jr. and Mary L. Bealky, his wife,

of Allegany County, in the State of Maryland  
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

**Whereas**, the said Bernard F. Bealky, Jr. and Mary L. Bealky,  
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just  
and full sum of Five Thousand and no/100-----  
Dollars (\$ 5,000.00 ), to be paid with interest at the rate of six per cent (6 %) per  
annum, to be computed monthly on unpaid balances, in payments of at least Forty-Five and  
no/100-----Dollars (\$ 45.00 ) per month plus interest; the first of said monthly  
payments being due one month from the date of these presents and each and every month there-  
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure  
which said principal, together with the interest accruing thereon, these presents are made.

**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 there-  
of, together with interest thereon, the said Bernard F. Bealky, Jr. and Mary L.  
Bealky, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-  
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-  
erty, to-wit:

All that tract of land situate, lying and being about five  
miles easterly of the City of Cumberland, Allegany County, Maryland,  
near the old Hancock Road, in Election District No. 21 of said County,  
and described as follows:

BEGINNING at a Locust Tree on the Southerly Bank of a small  
stream and 12 feet Southwardly from mid-channel of said stream, and  
running thence on said Bank of said stream the following 4 courses  
and distances: (true meridian bearings and horizontal measurements)  
South 73½ degrees East 99 feet to a stake; South 70 ¾ degrees  
East 49.5 feet to a stake; South 61 degrees East 49.5 feet to a  
stake, South 45 degrees East 162 feet to a stake and stone witnessed  
by a Maple Tree on the Easterly side thereof; thence crossing the  
aforesaid stream North 51 degrees East 198 feet to the Southwesterly  
margin of the road leading to the Harper Farm; thence by said road  
the following five courses and distances; North 29 degrees West 105  
feet to a stake; North 54 degrees West 79 feet to a stake; North  
55½ degrees West 170 feet to a stake; North 69 degrees West 117.5  
feet to a stake, and North 79½ degrees West 42 feet to a spike in  
said road; thence by the Easterly margin of the road from the G. W.  
Fansler farm to the Mt. Pleasant Road South 9 degrees West 235.6  
feet, passing through a sugar tree at 12.6 feet on this line to the  
Locust Tree at the place of beginning.

It being the same property which was conveyed to the said  
Bernard F. Bealky, Jr. and Mary L. Bealky, his wife, by Wallace  
H. McGill and Oleg K. McGill, his wife, by deed dated April 16, 1952  
and recorded in Liber 239, folio 346, one of the Land Records of  
Allegany County, Maryland.

**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 Bernard F. Bealky, Jr. and Mary L. Bealky, 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 Five Thousand and no/100----- Dollars (\$ 5,000.00 ) 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 Bernard F. Bealky, Jr. and Mary L. Bealky, 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

Bernard F. Bealky, Jr. and Mary L. Bealky, 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

Gorman R. Getty

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 Bernard F. Bealky, Jr. and Mary L. Bealky, 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 Bernard F. Bealky, Jr. and Mary L. Bealky, 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

Five 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 hands and seals of said mortgagors

Attest

Emelyn G. O'Donnell

Bernard F. Bealky, Jr. [Seal]

Emelyn G. O'Donnell

Mary L. Bealky [Seal]

Allegany County, to-wit:

I hereby certify, That on this 17th day of November 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

Bernard F. Bealky, Jr. and Mary L. Bealky, his wife,  
and they 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.

*Evelyn G. O'Donnell*  
Notary Public

FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 9:20 A.M.

**This Mortgage,** made this *10th* day of November, in the  
year Nineteen Hundred and fifty-four, by and between

Joseph D. Kelley and Evelyn E. Kelley, his wife, and Edith G. Kelley,  
unmarried,

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, part 1es of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-  
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of  
Maryland, part Y of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted  
unto the said Mortgagee in the full sum of Seven Thousand (\$7,000.00)  
Dollars, which said indebtedness is payable three years after date  
hereof, together with the interest thereon at the rate of Five (5%)  
per centum per annum payable semi-annually. The said Mortgagors hereby  
covenant and agree to make payments of not less than One Hundred  
(\$100.00) 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.

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

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises  
and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give,  
grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated on the East side of  
South Street and the North side of First Street, it being part of Lot  
No. 11 of The Brinker Addition to South Cumberland, a plat of the said  
Addition having been recorded in Liber No. 97, folio 200, one of the  
Land Records of Allegany County, in the City of Cumberland, Allegany  
County, State of Maryland, and more particularly described as follows,  
to-wit:

BEGINNING for the same at the corner of the concrete wall at the  
point of intersection of the North side of First Street and the East  
side of South Street, said point of beginning being also the beginning  
of the whole Lot No. 11 of The Brinker Addition as conveyed by John W.  
Williams to John E. Williams by deed dated the 11th day of February,  
1944, and recorded in Liber No. 198, folio 466, one of the Land Records  
of Allegany County, Maryland, and running thence with the said East side

of South Street and part of the first line of the said Lot No. 11 of the  
aforementioned deed, North 13 degrees and 30 minutes East 45 feet to a  
chiseled mark on the edge of the paving, thence leaving the said East  
side of South Street at a right angle, South 76 degrees and 30 minutes  
East 100 feet to a stake standing on the West side of an alley, thence  
with the said West side of the alley, South 13 degrees and 30 minutes  
West 45 feet to an iron stake standing at the point of intersection of  
the said West side of the alley and the North side of First Street,  
thence with the said North side of First Street, North 76 degrees and  
30 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Joseph  
D. Kelley and wife. by John Earl Williams and wife, by deed dated the  
day of . 1954, and duly recorded among the Land  
Records of Allegany County.

ALSO: all that lot, piece or parcel of ground situated, lying  
and being in the City of Cumberland. State of Maryland, and more par-  
ticularly described as follows. to-wit:

BEGINNING at the Southeast corner of Pennsylvania Avenue, formerly  
called Just Avenue, formed by its intersection with Second Street, and  
running thence with said Second Street, South 75 degrees and 23 minutes  
East 100 feet to Beach Alley, thence with said Beach Alley, South 14  
degrees and 37 minutes West 42.2 feet, thence North 75 degrees and 23  
minutes West 100 feet to Pennsylvania Avenue, formerly called Just  
Avenue, thence with said Pennsylvania Avenue, North 14 degrees East  
42.2 feet to the place of beginning

It being the same property which was conveyed unto the said Edith  
G. Kelley and Joseph D. Kelley, as brother and sister, by M. C. McMurry,  
unmarried, and others, by deed dated March 24, 1948, and recorded in  
Liber No. 219, folio 555, one of the Land Records of Allegany County.

ALSO: all those four lots or parcels of ground situated near the  
Little Valley Road about 1 1/4 miles Northeasterly from the City of Cumber-  
land, in Allegany County, Maryland, known and designated as Lots Nos.  
577, 578 and an unnumbered lot adjoining Lot No. 578, and an unnumbered  
lot in the rear of Lots Nos. 575-578 of Section B, of the Cumberland  
Valley Addition to Cumberland, Maryland, amended Plat No. 2, which said  
Addition is duly recorded in Plat Book 1, folio 28, among the Land  
Records of Allegany County, Maryland, and which said lots are particu-  
larly described in one parcel as follows:

BEGINNING for the same at the intersection of the Westerly side of  
Ore Street with the Southerly side of Hamilton Street, said beginning  
point being at the end of the third line of a deed from William A. Clay  
to Winmer Bowman, dated September 23, 1925, and recorded among the Land  
Records of Allegany County, Maryland, in Liber 151, folio 560, and  
running then with the Westerly side of Ore Street and the fourth and  
part of the fifth lines of said deed, South 77 degrees 14 minutes East  
27 feet; South 19 degrees 35 minutes East 101.1 feet to the end of the  
first line of Lot No. 576, Section B of Bowman's Cumberland Valley  
Addition to Cumberland, Maryland; then with the second line of said Lot  
No. 576, South 77 degrees 55 minutes West 196.84 feet to the Easterly  
line of the unnumbered lot in the rear of Lots Nos. 575-578, then with  
part of the Easterly line of said unnumbered lot, South 12 degrees 5  
minutes East 112.5 feet to the end of the fourth line of Lot No. 575,  
then in a Southwesterly direction 30 feet, more or less, to the end of  
the second line of Lot No. 1512 in said Addition, then with said second  
line of said Lot No. 1512 reversed, North 12 degrees 5 minutes West 175  
feet to the Southerly side of Hamilton Street, then with said Street  
in a Northeasterly direction 30 feet, more or less, to the end of the  
third line of said Lot No. 578, and then with the Southerly side of  
Hamilton Street, North 69 degrees 40 minutes East 179.6 feet to the  
beginning.

It being the same property which was conveyed unto the said Joseph  
D. Kelley and wife by Raymond H. Catlett and wife, by deed dated July  
28, 1952, and recorded in Liber No. 242, folio 543, one of the Land  
Records of Allegany County.

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 the aforesaid

Seven Thousand (\$7,000.00) 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, his \_\_\_\_\_ 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 s . 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 Seven Thousand (\$7,000.00) \_\_\_\_\_ 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 his \_\_\_\_\_ 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 s of said Mortgagor s

Attest \_\_\_\_\_  
George R. Hughes  
\_\_\_\_\_  
Joseph D. Kelley (SEAL)  
Joseph D. Kelley  
Evelyn E. Kelley (SEAL)  
\_\_\_\_\_  
Edith G. Kelley (SEAL)  
Evelyn E. Kelley (SEAL)

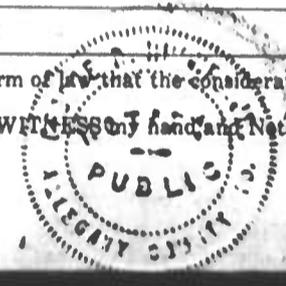
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of November, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Joseph D. Kelley and Evelyn E. Kelley, his wife, and Edith G. Kelley, unmarried,

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 W. Wallace McKaig

\_\_\_\_\_ 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 last above written.



George R. Hughes  
Notary Public

Completed by  
Mortgage Dept. of the  
Register  
Nov 11 1954

FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 8:40 A.M.;

**This Mortgage**, Made this 11<sup>th</sup> day of November,  
in the year Nineteen Hundred and fifty-four, by and between

George W. Frantz and Geraldine E. Frantz, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Guy J. Frantz

of Allegany County, in the State of Maryland

party 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 Nine Hundred Fifty-One Dollars and Seventy-one Cents (\$951.71) this day loaned the parties of the first part by the party of the second part, receipt whereof is hereby acknowledged, which said sum shall be repaid within three years from the date hereof, together with interest thereon at the rate of four per cent per annum, which said interest and principal shall be paid as hereinafter provided.

It is understood and agreed that no payments on principal of this mortgage shall be legally demandable until a certain mortgage from the parties of the first part to the party of the second part dated September 21, 1951, and recorded in Mortgage Liber 250, folio 5 among the Mortgage Records of Allegany County, Maryland, is paid or becomes in default. If the payments provided for in the aforementioned mortgage become in default then and in that event the balance then due on this mortgage shall immediately become due and payable. The aforementioned mortgage provided for payments of \$35.00 per month. When the aforementioned mortgage dated September 21, 1951, is paid in full, thereafter payments of \$35.00 per month shall be paid on the principal indebtedness of this mortgage. Interest on this mortgage at the rate of four per cent per annum shall be payable monthly, the first payment of said interest being due one month from the date hereof.

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

All that lot or parcel of ground situated on the west side of Frederick Street in the City of Cumberland, Allegany County, State of Maryland, which is known and designated as Parcel No. 20 of Eichner's Addition to the City of Cumberland, which said Parcel No. 20 is particularly described as follows, to wit:

BEGINNING at a stake standing on the westerly side of Frederick Street also the beginning corner of parcel No. 19, said stake being North 38 degrees 30 minutes East 83 feet from the second corner of Parcel No. 18, and running then with the limits of said Frederick Street, North 38 degrees 30 minutes East 42 feet to a stake; thence North 50 degrees 00 minutes West 100 feet to a stake in the limits of Edward Alley; then along said alley, South 38 degrees 30 minutes West 42 feet to a stake, fourth corner of Parcel No. 19; then with the fourth line thereof, South 50 degrees 00 minutes East 100 feet to the beginning.

IT being the same property which was conveyed by Mary K. Holzshue to George W. Frantz et ux by deed dated September 21, 1951 and duly recorded 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, his executor, administrator or assigns, the aforesaid sum of

- - Nine Hundred Fifty-one and 71/100 - - - - -Dollars (\$951.71) - - - - - 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 Nine Hundred Fifty-one and 71/100 - - - - -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 insure 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. Carson

George W. Frantz [Seal]  
GEORGE W. FRANTZ

W. Carson

Geraldine E. Frantz [Seal]  
GERALDINE E. FRANTZ

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11<sup>th</sup> day of November  
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  
George W. Frantz and Geraldine E. Frantz, 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 \_\_\_\_\_

Guy J. Frantz  
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

Compared and Made & D. D. D. D. D.  
To Geo. H. Legge, Notary Public  
Nov 14 1954

FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 10:10 A.M.

purchase money

**This Mortgage,** Made this 11<sup>th</sup> day of NOVEMBER in the

year Nineteen Hundred and fifty-four by and between \_\_\_\_\_

Clarence H. Coffman and Gladys E. Coffman, 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 Four Thousand & 00/100 - - - - - (\$4000.00) - - - - - 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 Thirty-one & 64/100 - - (\$31.64) - - - - 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, place or parcel of land situated, lying and being along the northeasterly side of Williams Street nearly opposite Sheriden Place in Cumberland Heights Addition to the City of Cumberland, Allegany County, State of Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the northeasterly side of said Williams Street at the end of the first line of the lot conveyed by Richard D. Johnson, et al., to William M. Lannen by deed dated March 25, 1899, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 86, folio 101, and running then with the northeasterly side of Williams Street, South 36 degrees East 50 feet, then parallel with the second line of aforesaid deed from Johnson to Lannen, North 54 degrees East 150 feet to Seventeenth Alley, then with said Alley, North 36 degrees West 50 feet to the end of said second line of the deed from Johnson to Lannen, and then reversing said second line South 54 degrees West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Hugh D. McCoy and Gertrude M. McCoy, his wife, 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 Four Thousand & 00/100 - - - (\$4000.00) - - - - - 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:

*Clarence H. Coffman*  
Clarence H. Coffman

*Clarence H. Coffman* [SEAL]  
Clarence H. Coffman  
*Gladys E. Coffman* [SEAL]  
Gladys E. Coffman

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11<sup>TH</sup> day of NOVEMBER

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 H. Coffman and Gladys E. Coffman, 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 W. Legge*  
Notary Public.

*Compared and Mailed to  
to Mtgo City  
Nov 11 1954*

FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 5<sup>th</sup> day of November, 1954,  
by and between RAYMOND P. REISSIG and KATIE REISSIG, 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 One Thousand Five Hundred (\$1,500.00) 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 Forty Five Dollars and Sixty  
Three Cents (\$45.63) on account of interest and principal, payments  
to begin on the 5<sup>th</sup> day of <sup>December</sup> November, 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, all that lot or parcel of ground situated on the Northwesterly side of Frederick Street, in the City of Cumberland, Allegany County, Maryland, more particularly described as follows, to-wit:

BEGINNING for the same on the Northwesterly side of Frederick Street at the end of the first line of the deed from The Cumberland Improvement Company to Peter Schweninger dated April 6th, 1912, and recorded in Liber No. 109, folio 596, of the Land Records of Allegany County, said beginning point being also at the center of the brick wall between house number 40 (located on the lot hereby intended to be conveyed) and house Number 44 (located and adjoining on the northerly side of the said house Number 40) and running thence with the Northwesterly side of said Frederick Street, south twenty-seven degrees and forty-seven minutes west nineteen and nine-tenths feet to a point where the center of the partition wall of the second floor dividing houses Numbers 38 and 40 would be extended downward, and running thence with a line drawn through the center of said partition wall as extended downward, north sixty-one degrees and twenty-three minutes west thirty and one-half feet to the end of said wall as extended downward, thence north twenty-seven degrees and forty-seven minutes east two and three-tenths feet to the southerly face of the southerly foundation wall of said brick house Number 40, and with the southerly

face of the foundation wall and the same extended, north sixty-one degrees and twenty-three minutes west twenty-nine and one-half feet to a line of fence, then with said fence, north twenty-seven degrees and forty-seven minutes east seventeen and six-tenths feet to the end of the second line of the aforesaid deed to Peter Schweninger, and thence reversing said second line, south sixty one degrees and twenty-three minutes east sixty feet to the place of beginning, together with the right of way or easement in common with the occupant of the lot heretofore conveyed to Peter Schweninger by the deed aforesaid, upon and over the alleyway as now existing, lying along the second line of said Schweninger lot, and extending between Frederick Street and the third line of said last mentioned lot, and, reserving to The Cumberland Improvement Company, its successors and assigns, the exclusive right of way or easement over the alleyway along the second line of the lot hereby conveyed. It being understood and agreed that when said strip of land shall cease to be used as an alleyway, said easement shall cease and determine and the full and complete title thereto shall vest in said parties of the second part, their heirs and assigns.

IT BEING the same property conveyed to the first parties by Charles G. Berkshire and Ada Berkshire, his wife, by deed dated the 28th day of July, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, folio 63.

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 Five Hundred (\$1,500.00) 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 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 Five Hundred (\$1,500.00) 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 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:

Raymond P. Reissig (Seal)  
Raymond P. Reissig  
Katie Reissig (Seal)  
Katie Reissig

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 5<sup>th</sup> day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND P. REISSIG and KATIE REISSIG, 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. A. Hehnich  
Notary Public  
My Commission expires May 2, 1955



"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 Three Thousand One Hundred Fifty & 00/100 - (\$3150.00) 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 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:

*James R. Snider* [SEAL]  
James R. Snider  
*Lorena P. Snider* [SEAL]  
Lorena P. Snider

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11<sup>TH</sup> day of NOVEMBER

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 R. Snider and Lorena P. Snider, 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 W. Legge*  
Notary Public.

FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 11:25 A.M.  
PURCHASE MONEY

**This Mortgage**, made this **eighth** day of November-----, in the year Nineteen Hundred and fifty four, by and between Mary Lou Barcase and Joseph Barcase, her husband, and Joseph Wilkes and Edna M. Wilkes, his wife,

of Allegany County, Maryland----- 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 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 **twenty five hundred** -----Dollars (\$ 2500.00 ), 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. The said loan to be applied to the purchase price of the herein mortgaged property.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the **8th** day of **November**, 19**54**, 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

**8th** day of **November**-----, 19**54**, 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 Mortgagee, 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:

That certain lands situated in the town of Westernport in Allegany County, Maryland, known as lot "G" comprising parts of lots numbers 140 and 169 in Hammond's Addition to the town of Westernport, Allegany County, Maryland, described as beginning at the end of the 3d. line of Lot B on the east side of Walnut Street and running with said Street N. 35 degrees East 45 feet, then S. 55 degrees East 100 feet, then S. 60 degrees West 48 1/2 feet, thence N. 55 degrees West 80 feet. Being the same property which was conveyed unto Mary Lou Barcase and Joseph Barcase, by deed of November 6, 1954, by Horace P. Whitworth, Jr. Trustee, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this mortgage. Also those two lots of ground in Hammond's Addition to said town of Westernport, known as lots No. 181 and 182 on the plat of said addition, which were conveyed unto Joseph Wilkes and Edna M. Wilke, his wife, by deed of September 4, 1929 and of record among the land records of Allegany County, Maryland in Liber No. 161 Folio 431. To which deeds recorded as aforesaid a reference is hereby made for a more definite and particular description of said property.

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 Mortgagors 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 Mortgagors 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 Mortgagors 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 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 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 twenty five 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:

*Horace P. Whitworth, Jr.*

X *Mary Lou Barcase* (SEAL)

X *Mary Lou Barcase* (SEAL)

X *Joseph Barcase* (SEAL)

X *Joseph Wilkes* (SEAL)

X *Edna M. Wilkes* (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 8th day of November in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Mary Lou Barcase and Joseph Barcase, her husband, Joseph Wilkes and Edna M. Wilkes, his wife the within named Mortgagor, 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 fide 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.

*Richard H. Whitworth*

Notary Public



FILED AND RECORDED NOVEMBER 12<sup>th</sup> 1954 at 4:00 P.M.

Purchase Money  
**This Mortgage**, Made this 12<sup>th</sup> day of November  
 in the year Nineteen Hundred and Fifty -four, by and between

DONALD E. BOWMAN AND MARY E. BOWMAN, HIS WIFE,

of Allegheny County, in the State of Maryland  
 parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
 a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
 of business in Cumberland, Allegheny County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Donald E. Bowman and Mary E. Bowman, his  
wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just  
 and full sum of Four Thousand and no/100  
 Dollars (\$ 4,000.00 ), to be paid with interest at the rate of six per cent (6 %) per  
 annum, to be computed monthly on unpaid balances, in payments of at least Thirty and  
no/100 Dollars (\$ 30.00 ) per month plus interest; the first of said monthly  
 payments being due one month from the date of these presents and each and every month there-  
 after until the whole principal, together with the interest accrued thereon, is paid in full, to secure  
 which said principal, together with the interest accruing thereon, these presents are made.

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 there-  
 of, together with the interest thereon, the said Donald E. Bowman and Mary E. Bowman,  
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-  
 LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-  
 erty, to-wit:

All those lots or parcels of ground on the Westerly side of  
 Summit Avenue, in the City of Cumberland, Allegheny County, Maryland,  
 known and designated as Lots Nos. 8, 9, 10, and 11, Block No. 5, in  
 Fort Hill Addition, which are more particularly described as a whole  
 as follows, to wit:

BEGINNING for the same on the Westerly side of Summit Avenue  
 at the end of the first line of Lot No. 4, Block No. 5, in said Addi-  
 tion, and running then with said street South 2 degrees 30 minutes  
 West 8 feet, then South 26 degrees West 96.3 feet to the dividing  
 line of Lots Nos. 11 and 12 in said Block, then with said dividing  
 line North 81 degrees 45 minutes West 110 feet to the easterly side  
 of a 15 foot alley, then with said alley North 8 degrees 15 minutes  
 East 100 feet to the dividing line of Lots Nos. 7 and 8 in said Block,  
 and then with said dividing line South 81 degrees 45 minutes East 132  
 feet to the place of beginning.

It being the same property which was conveyed unto the said Donald E. Bowman and Mary E. Bowman, his wife, by Albert F. Stine and Frances E. Stine, his wife, by deed dated the 12<sup>th</sup> day of November, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this 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 Donald E. Bowman and Mary E. Bowman, 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 Four Thousand and no/100-----Dollars (\$ 4,000.00 ) 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 Donald E. Bowman and Mary E. Bowman, 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 Donald E. Bowman and Mary E. Bowman, 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

Gorman E. Getty 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 Donald E. Bowman and Mary E. Bowman, 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 a, their representatives, heirs or assigns.

And the said Donald E. Bowman and Mary E. Bowman, 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 Four Thousand-----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 the said mortgagors

Attest:

Evelyn G. O'Donnell Donald E. Bowman [SEAL]  
Evelyn G. O'Donnell Mary E. Bowman [SEAL]  
[SEAL]

State of Maryland,  
Allegany County, to wit:

I hereby certify, That on this 12th day of November  
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

Donald E. Bowman and Mary E. Bowman, his wife,

and they 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.

Evelyn G. O'Donnell  
Notary Public.

*Mtgee Frostburg Md  
Nov 14 54*

FILED AND RECORDED NOVEMBER 13<sup>th</sup> 1954 at 11:00 A.M.  
PURCHASE MONEY

**This Mortgage,** Made this 12th day of November, in the year  
Nineteen Hundred and Fifty-Four by and between

RICHARD G. OLLRICK and LUELLA M. OLLRICK, 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  
FOUR THOUSAND SEVEN HUNDRED AND NO/100- Dollars

(\$4,700.00 ) with interest at the rate of Four & 1/2 per centum (4 1/2%) 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

Thirty-five - - - - - 96/00 Dollars,  
 (\$ 35.96 ) commencing on the 1st. day of ~~December~~ January , 1955  
 and on the 1st. 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 12th. day of November, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, but not less than the amount of one installment or \$100.00, whichever is less.

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

Richard C. Ollrick and Luella M. Ollrick, his wife,

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 ground situate and lying on the westerly side of Winchester Road in Cresaptown, Allegany County, Maryland, being part of Military Lot No. 3568, which said parcel is more particularly described as follows:

BEGINNING for the same on the west side of Winchester Road at a post standing on the division line between the property herein described and the Ed Winters lot, and running then with said line, South 77 degrees 55 minutes West 80.16 to a concrete wall which is the division line between the property herein described and that of Clifton Clear; then with the east face of said wall South 8 degrees 30 minutes East 28.50 feet to a 12 foot alley; then with the east side of said alley South 7 degrees 12 minutes East 24.43 feet to a point; then North 80 degrees 51 minutes East 90.87 feet to the West side of Winchester Road; then with said road North 18 degrees 33 minutes 50 seconds West 57.50 feet to the place of beginning.

BEING the same property which was conveyed to James H. Hughes and Mae L. Hughes, his wife, by deed from Harry C. Morin and Mary K. Morin, his wife, dated December 8, 1952, and recorded in Liber No. 246, folio 269, one of the Land Records of Allegany County, Maryland, to which deed special reference is hereby made for a further description of said property and to the easements therein reserved.

SAVING and excepting therefrom all that piece or part thereof which was conveyed to the State of Maryland by deed from the said James H. Hughes et ux dated September 26, 1953, and recorded in Liber No. 253, folio 500, among said Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Richard C. Ollrick and Luella M. Ollrick, his wife, by deed dated \_\_\_\_\_ from the said James H. Hughes and Mae L. Hughes, his wife, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage, which is executed to secure part of the purchase price for the above described property and is a PURCHASE MONEY MORTGAGE. Although said deed is dated as above noted, it was nevertheless not delivered until the execution of this mortgage and both instruments are part of one simultaneous transaction.

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

FOUR THOUSAND SEVEN HUNDRED AND NO/100- - - - - (\$4,700.00 ) 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 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:

Ralph M. Race  
Ralph M. Race  
Ralph M. Race  
Ralph M. Race

Richard C. Ollrick (SEAL)  
RICHARD C. OLLRICK  
LueLLa M. Ollrick (SEAL)  
LUELLA M. OLLRICK

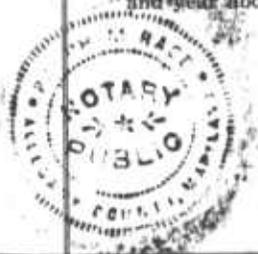
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 12th. day of November, 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 C. OLLRICK and LUELLA M. OLLRICK, 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 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 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

Checked and Mailed by  
T. Metzler Frostburg Md.  
Nov. 17 1954

FILED AND RECORDED NOVEMBER 13<sup>th</sup> 1954 at 9:30 A.M.

**This Mortgage,** Made this 10<sup>th</sup> day of November in the year Nineteen Hundred and fifty-four, by and between

--- -ROBERT L. POWERS and MARY McLANE POWERS, 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

~~xx~~ 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

THREE THOUSAND FIFTY DOLLARS- - - - -00/100 (\$3,050.00)

payable one year after date of these presents, together with interest thereon 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 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 or parcel of ground lying and being at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, in Frostburg, Maryland, the same being known as Part of Lot No. 6, of Block No. 15, of Beall's First Addition to the Town of Frostburg, and described as follows, to wit:

BEGINNING at the end of the first line of Lot No. 6, at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, and running with the second line thereof, South thirty-eight degrees thirty minutes East one hundred twenty-seven and eight-tenths feet to the beginning of the lot conveyed to J. Stanley Hunter and wife, by Hugh Duncan, widower, by deed dated November 10th, 1936, and recorded in Liber No. 176, folio 224, of the Land Records of Allegany County, and running thence with the fourth line of the lot conveyed to the said J. Stanley Hunter and Ada Hunter, his wife, North fifty degrees fifty-three minutes East forty-nine and sixty-five hundredths feet to a point on the fourth line of said whole lot, thence with said fourth line, North thirty-eight degrees thirty minutes West one hundred twenty-three and three-tenths feet to the Southerly side of Wood Street, and with the Southerly side of Wood Street, South one degree thirty-one minutes West fifty and one-tenth feet to the place of beginning.

IT being the same property which was conveyed by Olive G. Duncan, et al, to Robert L. Powers and wife, by deed dated January 22, 1947, and recorded in Deeds Liber No. 213, folio 247, 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 FIFTY- - - - -00/100 DOLLARS (\$3,050.00)

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~~ 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 assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND FIFTY- - - 00/100 (\$3,050.00) 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 ~~and~~ 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 hands and seals of said mortgagors.

Witness:

<u>David R. Willetts</u> DAVID R. WILLETTS	<u>Robert L. Powers</u> [Seal] ROBERT L. POWERS
<u>David R. Willetts</u> DAVID R. WILLETTS	<u>Mary McLane Powers</u> [Seal] MARY McLANE POWERS

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

**I hereby certify**, That on this 10<sup>th</sup> day of November

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 ROBERT L. POWERS and MARY McLANE POWERS, 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 Kreitsburg,

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*

RUTH M. TODD Notary Public

*Delivered  
to Carpenter, 1244 1/2 St.  
Second Street Park City  
Nov 15 1954*

FILED AND RECORDED NOVEMBER 15<sup>th</sup> 1954 at 11:40 A.M.

PURCHASE

**This Mortgage**, Made this 12<sup>th</sup> day of November

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

CHARLES H. JEWELL and MILLIE L. JEWELL, his wife

of Allegany County, in the State of Maryland

parties of the first part, and CHARLES S. HANSELL

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of SIX THOUSAND (\$6,000.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness to be amortized over a ten year period by the payment of at least SEVENTY (\$70.00) 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 which said principal together with the accruing interest thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts of not less than 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, his wife

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

Charles S. Hansell, his heirs or

heirs and assigns, the following property, to-wit: all those parts of lots or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as parts of Lots Nos. 170 and 171 on a plat of The Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, which said Addition is near the Celanese plant, at Cresaptown, said parts of said lots being more particularly described in one parcel as follows, to-wit;

BEGINNING for the same on the southeasterly side of McKay Place, at the end of the first line of Lot no. 169 of said Addition, and running thence with McKay Place, North fifty-nine degrees East eighty feet to the division line between Lots Nos. 171 and 172, thence with the division line South thirty-one degrees East eighty feet to a stake, thence running across said Lots Nos. 170 and 171, South fifty-nine degrees West eighty feet to a point on the second line of Lot

No. 169, thence reversing a part of said second line North thirty-one degrees West eighty feet to the place of beginning.

Including and conveying all those rights of ways and easements as set forth in various agreements and deeds by and between William R. Carscaden, et al., Trustees, and Charles S. Hansell, and the Frostburg National Bank and Charles S. Hansell and particularly the deed recorded in Liber 228, folio 25, one of the Land Records of Allegany County, Maryland.

AND, BEING the same lots or parcels of ground that was conveyed unto the party of the second part by the Frostburg National Bank by deed dated May 17, 1951 and recorded in Liber 234, folio 166, one of the Land Records of Allegany County, Maryland.

BEING also the same lots or parcels of ground conveyed by the party of the second part unto the parties of the first part by even date herewith and to be recorded simultaneously herewith 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 Charles H. Jewell and Millie L. Jewell, his wife, their \_\_\_\_\_ heirs, executors, administrators or assigns, do and shall pay to the said

Charles S. Hansell, his

executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

SIX THOUSAND (\$6,000.00) 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 \_\_\_\_\_ 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L. Jewell, 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

Charles S. Hansell, his

heirs, executors, administrators and assigns, or Peter J. Carpent, 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

Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L. Jewell, 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 heirs or 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 inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~xxxx~~ 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:  
Peter J. Carpent  
Notary Public

Charles H. Jewell [SEAL]  
Charles H. Jewell  
Millie L. Jewell [SEAL]  
Millie L. Jewell

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11th day of November 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 H. JEWELL AND MILLIE L. JEWELL, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

CHARLES S. HANSELL

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



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



*Wm. J. Carl*  
Notary Public.

Cumberland, Maryland  
November 17<sup>th</sup> 1954

FOR VALUE RECEIVED, Charles S. Hansell, assign the within mortgage to The Second National Bank of Cumberland, Maryland.

WITNESS my hand, and seal on this 17<sup>th</sup> day of November, 1954.

WITNESS

*John H. Mosner*  
Cashier

*Charles S. Hansell* (SEAL)  
Charles S. Hansell

Cumberland, Md., Nov. 22, 1954.

For value received, The Second National Bank of Cumberland hereby releases the within and foregoing mortgage.  
In witness whereof, The Second National Bank of Cumberland has caused this release to be signed by its President, affixing the seal hereto, all duly attested by the Cashier.  
(Corporate Seal)  
Attest: John H. Mosner  
Cashier  
The Second National Bank of Cumberland  
Joseph M. Naughton,  
President  
11-23-54

*Produced  
P. Carpent, City 2, 6, 8  
244 1/2  
Nov 24 1954*

FILED AND RECORDED NOVEMBER 15<sup>th</sup> 1954 at 11:45 A.M.

**This Mortgage,** Made this 17<sup>th</sup> day of November

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

CHARLES H. JEWELL AND MILLIE L. JEWELL, HIS WIFE

of Allegheny County, in the State of Maryland

parties of the first part, and Charles Totedo

of Mineral County, in the State of West Virginia

party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of TWO THOUSAND (\$2,000.00) DOLLARS with interest at Six (6%) per cent per annum payable quarterly, said indebtedness to be amortized in the following manner: ONE THOUSAND (\$1,000.00) Dollars to be paid within the first eighteen months and the second Thousand (\$1,000.00) Dollars to be paid with the next succeeding twelve months, thus making a total of thirty months in which said indebtedness is to be discharged, to secure which said indebtedness these presents are executed. Privilege is reserved to prepay at any time, without any premium or fee, the entire indebtedness or any part thereof in amounts of not less than One Hundred Dollars.

**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 \_\_\_\_\_

CHARLES H. JEWELL AND MILLIE L. JEWELL, HIS WIFE

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

Charles Totedo, his

heirs and assigns, the following property, to-wit: all those parts of lots or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as parts of Lots Nos. 170 and 171 on a plat of The Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, which said Addition is near the Celanese plant, at Cresaptown, said parts of said lots being more particularly described in one parcel as follows, to wit:

BEGINNING for the same on the southeasterly side of McKay Place, at the end of the first line of Lot No. 169 of said Addition, and running thence with McKay Place, North fifty-nine degrees East eighty feet to the division line between Lots Nos. 171 and 172, thence with the division line South thirty-one degrees East eighty feet to a stake, thence running across said Lots nos. 170 and 171, South fifty-nine degrees West eighty feet to a point on the second line of Lot No.

169, thence reversing a part of said second line North thirty-one degrees West eighty feet to the place of beginning.

Including and conveying all those rights of ways and easements as set forth in various agreements and deeds by and between William F. Carscaden, et al., Trustees, and Charles S. Hansell, and The Frostburg National Bank and Charles S. Hansell, and more particularly the deed recorded in Liber No. 228, folio 25, one of the Land Records of Allegany County, Maryland.

AND, BEING the same lots or parcels of ground that was conveyed unto the party of the first part by Charles S. Hansell by date of even date herewith and to be recorded in 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 Charles H. Jewell and Millie L. Jewell, his wife, their \_\_\_\_\_ heirs, executors, administrators or assigns, do and shall pay to the said

Charles Totedo, his heirs, \_\_\_\_\_ executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

TWO THOUSAND (\$2,000.00) 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 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L. Jewell, 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

Charles Totedo, his

heirs, executors, administrators 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

Charles H. Jewell and Millie L. Jewell, 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 representatives, heirs or assigns.

And the said Charles H. Jewell and Millie L. Jewell, 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 heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND (\$2,000.00) 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 his heirs or assigns, to the extent of his ~~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:

Peter J. Carpentieri  
at test

Charles H. Jewell [SEAL]  
Charles H. Jewell  
Millie L. Jewell [SEAL]  
Millie L. Jewell

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12th day of November

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 H. Jewell and Millie L. Jewell, his wife

and they acknowledged the foregoing mortgage to be their

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

Charles Totedo

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

and bona fide as therein set forth.



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

[Signature]  
Notary Public.

*Release recorded on next page*

For value received, I hereby release the within mortgage  
Witness my hand and seal this 22nd day of November, 1954.  
Attest: Peter J. Carpentieri Charles Toledo (Seal)  
11-23-54

To Mtg of Frostburg Md  
Nov 11 1954

FILED AND RECORDED NOVEMBER 13 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 10th. day of November, 1954, by and between  
Lewis HORTON and Matilda F. HORTON, his wife,  
of FFI No. 5, Cumberland, Allegany County, in the State of Maryland, Mortgagor S, and THE FIDELITY  
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor are justly indebted unto the Mortgagee in the full and just sum of  
Ten-Hundred and thirty-seven - - - - - 75/100 (\$1,037.75)  
which is to be repaid in twenty-four consecutive monthly installments of \$43.25 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 District No. 29 of Allegany County, Maryland,  
The John W. Huller/Edward Lewis property, Winchester Bridge Road, Allegany County, Maryland

and more fully described in a Deed from Rachel Kneriem, Trustee, dated Feb. 21, 1959  
recorded among Land Records of Allegany County, Maryland, Liber 182, Folio 605

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  
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 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 hand S and seal S

ATTEST:  
Ralph M. Race  
Ralph M. Race



Lewis Horton (SEAL)  
Lewis HORTON

Matilda F. Horton (SEAL)  
Matilda F. HORTON

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th. day of November, 1954, before me,  
the undersigned, a Notary Public of the State and County aforesaid, personally appeared  
Lewis HORTON and Matilda F. HORTON, his wife,



and they acknowledged the foregoing mortgage to be their act,  
and made oath in due form of law that the consideration set forth in said mortgage is true  
and correct according to the facts therein set forth.  
/G. Alvin Kreiling/  
my hand and Notarial Seal.

Ralph M. Race  
Ralph M. Race Notary Public



line South 45 degrees 35 minutes East 77.5 feet to the beginning, according to a survey and description thereof made by James C. Shriver, surveyor on October 3, 1908.

Being the same property which was conveyed unto the parties of the first part by deed of Arthur G. Arthur and Bessie Arthur, his wife, dated the 25th day of July, 1952, which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 242, folio 470.

Second Parcel: All that lot or parcel of ground situated at the south edge of Goethe Street Addition in Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the south side of Calvin Street (formerly called Warren Street), said stake stands North 6 degrees and 35 minutes East 67.1 feet from the end of the third line of parcel of ground conveyed by Anne Frost et al to Carl M. Robertson et ux, by deed dated the 8th day of April, 1929, and recorded in Liber No. 160, folio 539, one of the Land Records of Allegany County and continuing then

(magnetic bearings as of October 4, 1944, and with horizontal measurements) North 41 degrees and 35 minutes West 191.65 feet to a stake, then North 35 degrees and 15 minutes East 60 feet to a stake standing on the third line of parcel of ground conveyed by James R. Whitman et ux to John Robert Gaddes et ux, by deed dated the 20th day of June, 1942, and recorded in Liber No. 193, folio 633, one of the Land Records of Allegany County, then paralleling the first line of this parcel of ground, South 41 degrees and 35 minutes East 152.6 feet to a stake standing on the west side of Calvin Street, then with Calvin Street, South 6 degrees and 35 minutes West 79 feet to the beginning, containing 10,000 square feet, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Ronald E. Brannon and Estaline W. Brannon, his wife, 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.

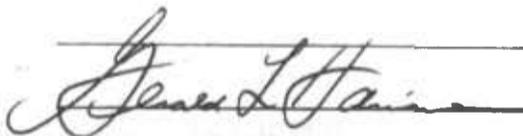
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Eight Hundred Fifty & 00/100 (\$1850.00) 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.

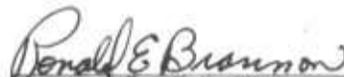
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, 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.

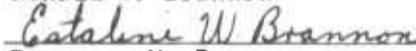
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the 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:



  
Ronald E. Brannon [SEAL]

  
Estaline W. Brannon [SEAL]

\_\_\_\_\_[SEAL]

\_\_\_\_\_[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 12<sup>TH</sup> day of NOVEMBER  
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

Ronald E. Brannon and Estaline W. Brannon, 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.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

FILED AND RECORDED NOVEMBER 15<sup>th</sup> 1954 at 3:40 P.M.

This Mortgage, Made this 14th day of October,  
in the year Nineteen Hundred and Fifty Four, by and between

J. William Loar and Lois B. Loar, his wife,

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

Whereas, the said J. William Loar and Lois B. Loar, his wife,  
are indebted to the Farmers and Merchants Bank of Keyser, West  
Virginia, a corporation, in the amount of TWO THOUSAND FIVE HUNDRED



*George W. Legge*  
*Mortgage Keyser, W. Va.*  
*Nov 15 1954*

DOLLARS (\$2,500.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), with interest thereon at six per cent (6%) per annum, wherein the said J. William Loar and Lois B. Loar, 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 Thirty Dollars (\$30.00) 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 J. William Loar and Lois B. Loar, his wife,

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 of the following described lot or parcel of land situated near Rawlings Station, in Allegany County, Maryland, and particularly described as follows:

BEGINNING at an iron bolt by a corner post of two fences at the Northeast corner of an annex to the old store building on the land hereby conveyed and running thence near an old fence North 74 degrees 50 minutes West 126.3 feet to a stake; thence North 68 degrees 35

minutes West 20 feet to the lower part of a gate; thence South 26 degrees 20 minutes West 8 feet to a stake on the Northeast edge of a road leading to the property hereby conveyed; thence by said road South 57 degrees 45 minutes East 60.25 feet to a stake and South 54 degrees East 138 feet to a corner post of two yard fences; thence by the aforesaid road North 41 degrees East 74 feet to a stake; thence by property of the Baltimore and Ohio Railroad Company North 47 degrees 30 minutes West 65.6 feet to a stake in a wire fence; thence by part of said fence and land of Gallagher, formerly Thrashers, South 42 degrees West 24 feet to the BEGINNING, and being the same property which was conveyed to J. William Loar and Lois B. Loar, his wife, as Tenants by the Entireties, from William L. Shepp and Elizabeth E. Shepp, his wife, by Deed dated the 12th day of May, 1948, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Liber Number 220, Folio 395.

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

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 J. William Loar and Lois B. Loar, his

~~wife, 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 Two Thousand Five Hundred Dollars (\$2,500.00)

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 \_\_\_\_\_

J. William Loar and Lois B. Loar, 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 J. William Loar and Lois B. Loar,

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

heirs, executors, administrators and assigns, or Joseph A. Blundon, ~~his~~ 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 J. William Loar and Lois B. Loar, 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. ~~its~~ ~~representative~~ ~~to~~ ~~its~~ assigns.

And the said J. William Loar and Lois B. Loar, 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

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 mortgagee, ~~its~~ assigns, to the extent of ~~its~~ ~~mortgagor's~~ 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. Boar  
F. C. Boar

J. William Loar [SEAL]  
J. William Loar  
Lois B. Loar [SEAL]  
Lois B. Loar

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

I hereby certify, That on this 15 day of ~~October~~ November

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

J. William Loar and Lois B. Loar, his wife,

and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared Floyd G. Boor,

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.

*Harry Belle Kenylo*  
Notary Public.

*5th Commission Expires Dec 9, 1963*

*280*

*Cert. Mailed 11-19-54  
To Mr. R. S. Roschke  
Nov 19 19 54*

FILED AND RECORDED NOVEMBER 16<sup>th</sup> 1954 at 10:20 A.M.

**This Mortgage,** Made this 13<sup>th</sup> day of November

in the year Nineteen Hundred and Fifty Four, by and between

**STANLEY McK. LOAR and LOTTIE LOAR, his wife,**

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

**RUSSELL PORTER and NELLIE PORTER, his wife,**

of Allegany County, in the State of Maryland  
parties 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 Four Thousand Dollars, (\$4,000.00), which said sum the parties of the first part promise to pay unto the parties of the second part, together with interest thereon at the rate of Two Per Cent (2%) Per Annum, payable in monthly installments of not less than Fifty Dollars, (\$50.00), a month, until the full and just sum of Four Thousand Dollars, (\$4,000.00), and interest has been paid and satisfied; adjustments to be made semi-annually upon said indebtedness.

The sum hereby secured being in <sup>full</sup> ~~part~~ purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

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 piece or parcel of land situated and lying in the Village of Eckhart, Allegany County, Maryland, and particularly described as follows:

BEGINNING at a peg on the East side of the County Road, at the end of the second line of that piece or parcel of land which was conveyed by Drusilla Parker, et al., to William Parker, by deed dated June 24th, 1874, and recorded in Liber No. 44, folio 177, 178 and 179, one of the Land Records of Allegany County, Maryland, and running thence with the original fence line, South 78-3/4 degrees, East 144-1/2 feet to a peg; South 13-1/4 degrees West, 41 feet to a fence post, South 72-1/2 degrees East, 93 feet to a peg, South 6-3/4 degrees West 31 feet to a peg; thence North 81-1/10 degrees West, 231 feet to the County Road, and with said

Road, North 7-3/4 degrees East 94 feet to the beginning.

IT BEING the same property which was conveyed unto the said Stanley McK. Loar and Lottie Loar, his wife, by William Seiferth, Widover, by deed dated November 13th, 1954, and duly recorded 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

parties of the second part, their heirs,

executor s, administrators or assigns, the aforesaid sum of

Four Thousand Dollars, (\$4,000.00),

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

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 Edward J. Ryan 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 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 their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

---Four Thousand Dollars, (\$4,000.00),---

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 hands and seals of said mortgagors.

Attest: Edward J. Ryan

Stanley M. Loar [SEAL]  
STANLEY MCK. LOAR

[SEAL]

Lottie Loar [SEAL]  
LOTTIE LOAR

[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this \_\_\_\_\_ day of November  
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

**STANLEY McK. LOAR and LOTTIE LOAR, his wife,**

and each acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared \_\_\_\_\_

**RUSSELL PORTER and NELLIE PORTER, 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 for forth.

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

*Edward H. Ryan*  
Notary Public.



FILED AND RECORDED NOVEMBER 16<sup>th</sup> 1954 at 2:20 P.M.

**This Mortgage,** Made this 15<sup>th</sup> day of  
November in the year nineteen hundred and fifty-four, by and between

Perry A. Ritchie and Catherine I. Ritchie, 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

Perry A. Ritchie and Catherine I. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of  
Twelve Thousand One Hundred (\$12,100.00) - - - - - 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 December 31, 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

Perry A. Ritchie and Catherine I. Ritchie, 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, piece or parcel of ground lying and being situated in Election District No. 16 in Allegany County, Maryland, and located on the Northerly side of the Uhl Highway a short distance West of the Subway which runs under the Western Maryland Railroad tracks, which property is more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of the Uhl Highway at a point where the division line between the properties of Earl Irons and Perry A. Ritchie, et ux, intersects the same and running thence with said side of said Uhl Highway, South 66 degrees 7 minutes East 118 feet to the State of Maryland Right-of-Way, thence with said State of Maryland Right-of-Way, North 88 degrees 50 minutes East 150 feet, South 72 degrees 20 minutes East 182 feet to the Southerly limits of the Right-of-Way of the Western Maryland Railroad, thence with said side of said Right-of-Way limits, North 61 degrees 55 minutes West 89 feet, thence North 62 degrees West 413 feet to the aforementioned division line between the said Earl Irons property and the said Perry A. Ritchie, et ux, property, thence with said division line, South 37 degrees 30 minutes West 95 feet to the place of beginning.

EXCEPTING, HOWEVER, two small strips or parcels of land conveyed by the said Perry A. Ritchie, et al, to the State of Maryland in connection with the road re-location and conveyed by two

deeds, both dated December 14, 1932, and recorded in Liber No. 168, folio 611, and Liber No. 168, folio 612, of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Donald O. Middleton, bachelor, and others by deed dated June 30, 1929, and recorded in Liber No. 160, folio 664, of the Land Records of Allegany County.

This loan is additionally secured by a Chattel Mortgage bearing even date herewith by and between the same parties hereto.

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 Twelve Thousand One Hundred -- 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

Twelve Thousand One Hundred (\$12,100.00) - 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:

Perry A. Ritchie (SEAL)  
Perry A. Ritchie

Thomas L. Keech

Catherine I. Ritchie (SEAL)  
Catherine I. Ritchie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of November 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

Perry A. Ritchie and Catherine I. Ritchie, 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



*George Siders*  
Notary Public

*See H. Siders City  
Notary*

FILED AND RECORDED NOVEMBER 16<sup>th</sup> 1954 at 12:05 P.M.

**This Mortgage,** Made this 15<sup>th</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between

Daniel Y. Browne and Theresa K. Browne, 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 Fifteen Thousand Eight Hundred Thirty-five & 00/100 - - - - 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 One Hundred Fifty-eight & 35/100 - (\$158.35) 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 at the intersection of Williams Street with the west side of Fort Hill Avenue, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the point of intersection of the west plane of the brick store building situated on this property and the north side of Williams Street, said point being also the beginning of the parcel of ground conveyed by John G. Lynn and William H. Cole, Executors of Daniel Y. Browne and Jacob H. Browne by deed dated February 21, 1927, and recorded in Liber No. 154, folio 628 one of the Land Records of Allegany County, said beginning also stands South 80 degrees 30 minutes West 28 feet from the intersection of the northerly side of



Williams Street with the westerly side of Fort Hill Avenue, and continuing then with the northerly side of Williams Street and the first line and part of the second line of the said Brown parcel of ground (Vernier Readings reduced to Magnetic Bearings as of the original deed and with Horizontal Measurements) South 80 degrees 30 minutes West 43.73 feet to an angle in said Williams Street and still with the said Williams Street North 21 degrees 43 minutes West 110.3 feet to a point in line with an iron stake inside the well, then leaving Williams Street and cutting across the whole property North 74 degrees 30 minutes East 92.2 feet to a solid iron stake intersecting the 4th line of the said Brown parcel of ground, said iron stake also stands on the west side of Fort Hill Avenue, then with the remainder of the said 4th line and the west side of Fort Hill Avenue South 16 degrees 30 minutes East 41.9 feet to a solid iron stake that stands at the end of the first line of the parcel of ground conveyed by E. Stewart Deakins (widow) to Daniel Y. Browne and Jacob W. Brown by deed dated March 27, 1935, and recorded in Liber 150, folio 127, one of the Land Records of Allegany County, Maryland, then reversing the said first line and still with the west side of Fort Hill Avenue, South 16 degrees 30 minutes East 75 feet to a circled mark on the north side of Williams Street, then reversing the fourth and last line of the last mentioned parcel of ground, and with the north side of Williams Street, South 80 degrees 30 minutes East 48 feet to the beginning.

Being the same property conveyed by Harry I. Stegmoller, Trustee, to Daniel Y. Browne and Teresa K. Browne, his wife, by deed dated February 3, 1949, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 224, folio 266.

"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.

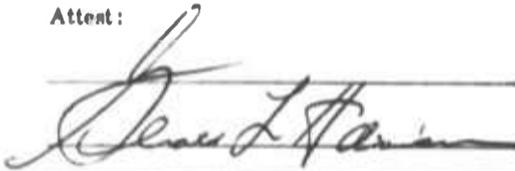
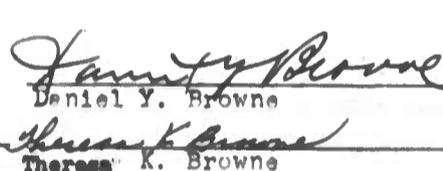
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand Eight Hundred Thirty-five & 00/100 - 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 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:

  [SEAL]  
Daniel Y. Browne  
Theresa K. Browne [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15TH day of NOVEMBER

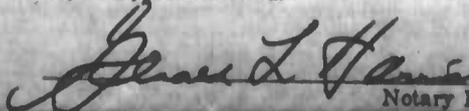
in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Daniel Y. Browne and Theresa K. Browne, 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.



  
Notary Public.

Completed and Settled 11/17/54  
 Geo. H. Legge City City  
 Nov 17 1954

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FILED AND RECORDED NOVEMBER 17<sup>th</sup> 1954, at 1:40 P.M.

Purchase money

**This Mortgage,** Made this 16<sup>th</sup> day of NOVEMBER in the  
 year Nineteen Hundred and fifty-four by and between

Thomas R. Neat, Sr., and Anna Mae Neat, 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 Three Thousand 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 6 per cent. per annum, in the manner following:

By the payment of Thirty-eight & 86/100 - - (\$38.86) - - - 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 McMullen Highway U. S. Route No. 220 in the Town of Pinto, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the point of intersection of the westerly side of McMullen Highway and the northeasterly side of a proposed street approximately 30 feet in width, said iron stake also standing on the fourth line of the first parcel of ground conveyed by Robert B. Neff et ux, to John L. Scally et ux, by deed dated July 21, 1945, recorded in Liber 204, folio 527 one of the Land Records of Allegany County, Maryland, said iron stake also standing South 0 degrees 36 minutes East 59.4 feet from the northeasterly corner of Cozy Inn as it now stands on this property, and running then with the remainder of the fourth, the fifth and part of the first lines of the first parcel and with the westerly side of McMullen Highway (Magnetic Bearings as of the said Scally Deed and with Horizontal Measurements) North 12 degrees 45 minutes East 10.4 feet to an iron stake, then North 18 degrees 40 minutes East 102 feet to an iron

stake, then leaving McMullen Highway North 59 degrees West 179.86 feet to an iron stake, then South 28 degrees 32 minutes West 118.3 feet to an iron stake standing on the northeasterly side of said proposed street approximately 30 feet in width, then with the northeasterly side of said street South 61 degrees 28 minutes East 200 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John L. Scally and Edna E. Scally, his wife, 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 Three Thousand 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:

George L. Hanna Thomas R. Neat, Sr. [SEAL]  
 THOMAS R. NEAT, SR.  
Anna Mae Neat [SEAL]  
 ANNA MAE NEAT

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 16TH day of NOVEMBER

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

Thomas R. Neat, Sr., and Anna Mae Neat, 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. Hanna  
 Notary Public.

Geo. W. Legg, Atty. City  
Nov 17 1954

2ND

FILED AND RECORDED NOVEMBER 17 1954 at 1:40 P.M.

purchase money  
**This Mortgage,** Made this 16TH day of NOVEMBER  
in the year Nineteen Hundred and Fifty -four, by and between

Thomas P. Neat, Sr., and Anna Mae Neat, his wife,

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

John L. Scally and Edna E. Scally, his wife,

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

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of Thirty-four Hundred (\$3400.00) Dollars to be paid with interest at the rate of six (6%) per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 10 year period by the payment of at least Thirty-eight Dollars and eighty-six Cents (\$38.86) per month on principal and interest accruing thereon, 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 to be applied first to the accrued interest and the balance unto the principal to secure which said principal together with the interest accruing thereon these presents are executed.

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

Thomas R. Neat, Sr., and Anna Mae Neat, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said John L. Scally and Edna E. Scally, his wife, their heirs and assigns, the entireties, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly side of McMullen Highway U. S. Route No. 220 in the Town of Pinto, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the point of intersection of the westerly side of McMullen Highway and the northeasterly side of a proposed street approximately 30 feet in width, said iron stake also standing on the fourth line of the first parcel of ground conveyed by Robert B. Neff et ux, to John L. Scally et ux, by deed dated July 21, 1945, recorded in Liber 204, folio 527 one of the Land Records of Allegany County, Maryland, said iron stake also standing South 0 degrees 36 minutes East 59.4 feet from the northeasterly corner of Cozy Inn as it now stands on this property

and running then with the remainder of the fourth, the fifth and part of the first lines of the first parcel and with the westerly side of McMullen Highway (Magnetic Bearings as of the said Scally Deed and with Horizontal Measurements) North 12 degrees 45 minutes East 10.4 feet to an iron stake, then North 18 degrees 40 minutes East 102 feet to an iron stake, then leaving McMullen Highway North 59 degrees West 172.86 feet to an iron stake, then South 28 degrees 32 minutes West 112.3 feet to an iron stake standing on the northeasterly side of said proposed street approximately 30 feet in width, then with the northwesterly side of said street South 61 degrees 20 minutes East 200 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, just prior to the recording of these presents. This is a second mortgage and is subject to the lien of the first mortgage against the within conveyed property conveyed by the parties of the first part to the First Federal Savings and Loan Association of Cumberland, of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, just prior to the recording of these presents.

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 Thomas R. Neat, Sr., & Anna Mae Neat, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said John L. Scally and Edna E. Scally, his wife, their executors, administrators or assigns, the aforesaid sum of

Thirty-four Hundred & 00/100 - - (\$3400.00) 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

Thomas R. Neat, Sr., and Anna Mae Neat, 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 Thomas R. Neat, Sr., and Anna

Mae Neat, 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

John L. Scally and Edna E. Scally, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stegmaier 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 Thomas R. Neat, Sr.,

and Anna Mae Neat, 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 Thomas R. Neat, Sr., and Anna Mae Neat, 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 Thirty-four hundred & 00/100 - - (\$3400.00) - - - - - 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 s.

Attest:

*Glenn L. Davis*

*Thomas R. Neat, Sr.* [SEAL]  
Thomas R. Neat, Sr.  
*Anna Mae Neat* [SEAL]  
Anna Mae Neat

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this 16TH day of NOVEMBER,  
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  
Thomas R. Neat, Sr., and Anna Mae Neat, his wife,  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared  
John L. Scally and Ears E. Scally, 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 for forth.



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

*Glenn L. Davis*  
Notary Public.



Allegheny County, Maryland, in Liber No. 260, folio 1.

"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 Eleven Thousand & 00/100 - - - (\$11,000.00) - - - 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 the date of payment

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 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. Hanna*

*Paul E. Penrod* [SEAL]  
Paul E. Penrod

*Frances E. Penrod* [SEAL]  
Frances E. Penrod

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 16TH day of NOVEMBER,

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 E. Penrod and Frances E. Penrod, 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. Hanna*  
Notary Public.

Com...  
Mtg... + 5 Mar...  
Nov 11 1954

FILED AND RECORDED NOVEMBER 17<sup>th</sup> 1954 at 8:40 A.M.

**This Mortgage,** Made this 12th day of November  
in the year Nineteen Hundred and Fifty-four



Burley Showalter and Maida M. Showalter, his wife,

of Allegheny County, in the State of Maryland  
part 1st of the first part, and

Frank H. Kelley and Estelle E. Kelley, his wife,

of Allegheny County, in the State of Maryland  
part 1st of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the  
parties of the second part in the principal sum of \$540.00, which  
said principal is due and payable one year from the date of these  
presents to secure which said principal these presents are executed.

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

Burley Showalter and Maida M. Showalter, his wife,

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

Frank H. Kelley and Estelle E. Kelley, his wife, their

as tenants by the entireties  
heirs and assigns/the following property, to-wit:

All that certain piece or parcel of ground situated on the  
southerly side of Decatur Street, in the City of Cumberland, Allegheny  
County, Maryland, which said parcel is more particularly described as  
follows, to-wit:

Beginning for the same at the intersection of the southerly  
side of Decatur Street and the westerly side of Davidson Street, and  
running then with the westerly side of Davidson Street South 40 degrees

30 minutes West 70.75 feet to the end of the third line of the lot conveyed by William E. Frazee and Norma E. Frazee, his wife, to William F. Roberson by deed dated September 29, 1902, and recorded in Liber 105, folio 104, one of the Land Records of Allegany County, Maryland, and running then with said third line reversed North 49 degrees 30 minutes West 25 feet, then in a line parallel to Davidson Street North 40 degrees 30 minutes East 70.75 feet to the southerly side of Decatur Street, and then with said street South 49 degrees 30 minutes East 25 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part dated October 26, 1953, which is recorded in Liber 254, folio 264 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 Burley Showalter and Melba M. Showalter, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Frank H. Kelley and Estelle E. Kelley, his wife, their executors, administrators or assigns, the aforesaid sum of

Five Hundred Forty & 00/100 - - - (\$540.00) 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

Burley Showalter and Melba M. Showalter, 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 Burley Showalter and Melba M.

Showalter, 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 Frank H.

Kelley and Estelle E. Kelley, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagmaier 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 Burley Showalter



Filed and Recorded  
To Robert M. ...  
Nov. 17 1954

FILED AND RECORDED NOVEMBER 10" 1954 at 1:50 P.M.

**This Mortgage,** Made this 17<sup>th</sup> day of November

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

ROBERT M. ...

of Allegany County, in the State of Maryland,

parties of the first part, and ... ..

... ..

of ... .. County, in the State of ... ..

of ... .. County, in the State of ... ..

party of the second part, WITNESSETH:

Whereas, the parties of the first part, justly and lawfully indebted to the party of the second part in the full sum of ... .. DOLLARS which was ... .. advanced to the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, said indebtedness being secured by a promissory note for the said parties of the first part to the said party of the second part, of even date, and hereby made a part hereof, and

WHEREAS, the aforesaid sum of ... .. DOLLARS, with interest at the rate of one per centum (1%) per month on monthly balances, is payable by said parties of the first part to said party of the second part in ... .. (30) monthly installments of ... .. DOLLARS and ... .. CENTS each, on account of interest and principal, beginning the ... .. day of ... .. 1954, and continuing on the same day of each and every month thereafter until the principal sum and interest are fully paid; said monthly payments to be applied first to the payment of interest and secondly to the payment of the principal of the mortgage indebtedness. Privilege is hereby reserved to pay at any time, without premium or fee, the entire indebtedness or any part thereof.

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 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 piece or parcel of land, lying and being about 8 miles East of the City of Cumberland, North of the Uhl Highway, on Gravel Hill Road, in Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same at a Sycamore tree standing on the North-easterly side of Gravel Hill Road, by the head of a culvert under the road, it being about 800 feet from the Uhl Highway, and running thence North 31 1/2 degrees East 202 feet to an iron pin, North 44 degrees East 200.7 feet to an iron pin near an apple tree, then North 51 degrees West 500 feet to the County Road, and with the East Bank of said Road, South 37 degrees West 694 feet to a forked white oak, then with a wire fence South 51 degrees East 400 feet to the County Road, and with it North 57 1/2 degrees East 280 feet to the place



of beginning.

BEING the same property which was conveyed unto the said parties of the first part by Martha C. Snyder et vir., by deed dated the 2nd day of June, 1854, and recorded in Liber No. 259, folio 162, among the Land Records of Allegany County, Maryland.

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

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

~~second part~~ 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 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 party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or Robert MacDonald Bruce, its heirs, 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 do hereby

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 Fifteen Hundred (\$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 insure to the benefit of the mortgagee, its successors or assigns, to the extent of its, his, her 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, in hand and Notarial Seal the day and year aforesaid.

*John S. Smith*

*Newton A. Bishop* [SEAL]

*Edith G. Bishop*

*Edith G. Bishop* [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this 15<sup>th</sup> day of November  
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  
Newton A. Bishop and Edith G. Bishop, 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 Eric W.  
Scherch, President of  
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 last above written.

*John S. Smith*

Notary Public.

Mtge City  
Nov 17

FILED AND RECORDED NOVEMBER 12 1954 at 9:10 A.M.

**This Mortgage,** Made this 10th day of

November In the year nineteen hundred and fifty-four , by and between

Ethel C. Kesner, widow,  
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

Ethel C. Kesner, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) - - - - - 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 December 31, 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

Ethel C. Kesner, widow,

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 the following described lot or parcel of land situate and lying in the City of Cumberland, Allegany County, State of Maryland, known and designated as Lot No. 29 in the Margaret M. Black's Addition to the City of Cumberland, bounded and described as follows:

BEGINNING for said Lot No. 29 at a point North 74 degrees and 51 minutes West 80 feet from the Northwesterly corner of Sumac Alley and Boone Street, and running thence North 15 degrees 9 minutes East 100 feet to Cypress Alley, then with said alley, North 74 degrees 51 minutes West 40 feet to Lot No. 28, then South 15 degrees 9 minutes West 100 feet to Boone Street; then with Boone Street, South 74 degrees 51 minutes East 40 feet to the point of beginning.

It being the same property which was conveyed unto the said Mortgagor by Lizzie Wilson, widow, by deed dated the 10th day of November, 1954, and to be duly filed for record 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 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 One Thousand (\$1,000.00) - - - - 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 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

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to 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:

Ethel C. Kesner (SEAL)  
Ethel C. Kesner

Thomas L. Keech (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

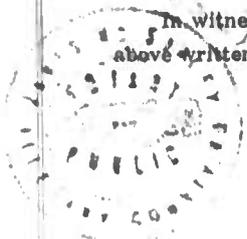
I hereby Certify, that on this 10th day of November in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ethel C. Kesner, widow,

and she acknowledged, the foregoing mortgage to be her 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. Sosley  
Notary Public

Compared and Mailed Pursuant to Mtgee Frostburg Md Dec 13 1954

C

FILED AND RECORDED NOVEMBER 18<sup>th</sup> 1954 at 1:15 P.M.

PURCHASE MONEY

**This Mortgage,** Made this 17th. day of November, in the year Nineteen Hundred and Fifty-Four by and between

GEORGE L. LANGFORD and MARGARET A. LANGFORD, 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 Twelve Hundred - - - - - 00/00 Dollars

(\$ 1,200.00 ) 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

Twenty-five - - - - - 00/00 Dollars,

(\$25.00 ) commencing on the 17th. day of December , 1954 and on the 17th. 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 17th. day of November , 1959 . 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

George L. Langford and Margaret A. Langford, his wife,

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 the surface of that tract or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 11, in the Village of Allegany, and on the Northeast side of the County Road, and more particularly described as follows (true meridian courses and horizontal distances used throughout):

BEGINNING for the same at a point in the center of the County Road across-said which is at the end of a line of a bearing North 25 degrees 37 minutes East 54.8 feet from the center of the wall on the Porter property situate on the Southerly side of said County Road, and running with the center of said County Road North 47 degrees 35 minutes West 14.34 feet; then leaving said road, North 46 degrees 20 minutes East 197.96 feet to a point in the center of an alley and on the line of Earl C. Kroll's land; then with said alley South 44 degrees 31 minutes East 87.82 feet; then leaving alley, South 43 degrees 30 minutes West

195.04 feet to the said County Road; end with it, North 46 degrees 3 minutes West 83.27 feet to the place of beginning; containing in all .42 acres, more or less.

BEING the same property which was conveyed to the said George L. Langford and Margaret A. Langford, his wife, by deed from the Borden Mining Company dated October 1, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described property, and is in whole a PURCHASE MONEY MORTGAGE. Although said deed is dated as above noted, it was, nevertheless, not delivered until the execution of this mortgage and both instruments are part of one simultaneous transaction. Special reference to said deed and plat attached thereto is hereby made for a further description of the property herein intended to be conveyed.

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, his, 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

Twelve Hundred Dollars - - - - - (\$ 1,200.00 ) 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:

<u>Ralph M. Race</u> Ralph M. Race	<u>George L. Langford</u> GEORGE L. LANGFORD (SEAL)
<u>Ralph M. Race</u> Ralph M. Race	<u>Margaret A. Langford</u> MARGARET A. LANGFORD (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 17th. day of November, 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

GEORGE L. LANGFORD and MARGARET A. LANGFORD,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared <sup>G. Alvin Krilling</sup> ~~William H. Race~~, 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 <sup>G. Alvin Krilling</sup> ~~William H. Race~~ 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

Compared to instrument covered

To *Wages City*  
*July 13*

FILED AND RECORDED NOVEMBER 19<sup>th</sup> 1954 at 10:40 A.M.

**This Mortgage,** Made this *12<sup>th</sup>* day of  
November in the year nineteen hundred and fifty-four, by and between

William Henry Hutcheson and Alberta Marie Hutcheson, 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

William Henry Hutcheson and Alberta Marie Hutcheson, 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 December 31, 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

William Henry Hutcheson and Alberta Marie Hutcheson, 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 piece or parcel of ground situated in Elec-  
tion District No. 10 in the Town of Lonaconing, Allegany County,  
Maryland, and lying and being on the Westerly side of West Main Street  
and being part of Lot No. 26 in a series of lots originally laid out  
in 1866, on the North side of George's Creek by The George's Creek  
Coal and Iron Company, and more particularly described as follows:  
(Magnetic courses run by vernier readings and horizontal distances  
being used throughout).

BEGINNING for the same at a point on the Westerly side  
of West Main Street as now defined, said point being at the intersec-  
tion of two reference lines, viz; at the end of 45.96 feet on a line  
drawn South 20 degrees 48 minutes East from the East corner of the  
frame dwelling erected upon the Northerly portion of the whole lot,  
and at the end of 5.61 feet on a line drawn North 80 degrees 46 min-  
utes East from the corner of the frame dwelling erected upon the  
Southerly portion of the said whole lot, and running thence length-  
wise through the whole lot, (1) North 51 degrees 45 minutes East  
70.35 feet to a stake, (2) North 46 degrees 38 minutes West 72.72 feet  
to a stake standing at or near the end of 24.67 feet on the first line  
of the whole lot; thence with the remainder and extending said first  
line, (3) North 44 degrees 47 minutes East 32.07 feet to a fence post  
standing on a line of division fence; thence with said fence, (4)  
South 45 degrees 28 minutes East 124.26 feet to a stake standing on  
the Westerly side of West Main Street, and with said Street (5) South  
6 degrees 02 minutes West 29.28 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors, ~~by Henry P. B. Crosser, et al,~~ by deed dated the 23 day of ~~November~~, 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 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 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:

*William Henry Hutcheson* (SEAL)  
William Henry Hutcheson

*James S. McElreath*

*Alberta Marie Hutcheson* (SEAL)  
Alberta Marie Hutcheson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *17th* day of November 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

William Henry Hutcheson and Alberta Marie Hutcheson, 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. McElreath*



Compared and ~~Witnessed~~ Delivered *5*  
To *Mtyle City*  
*Dec 13 1954*

FILED AND RECORDED NOVEMBER 19 1954 at 10:40 A.M.

This Mortgage, Made this *17th* day of November in the year nineteen hundred and fifty-four, by and between

Wesley K. Hartman and Iva C. Hartman, 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

Wesley K. Hartman and Iva C. Hartman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Two Hundred (\$2200.00) - - - - - 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 December 31, 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

Wesley K. Hartman and Iva C Hartman, 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 tract or parcel of land, the same being part of the "Oss Farm", situated near the Village of Cresaptown, in Election District No. 29, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING at the center of the intersection of three roads which point is at the end of 19.3 feet on a reference line drawn South 54½ degrees East from the Southeast corner of the parcel of land conveyed by Robert Fleek and Clara Fleek, his wife, to Cecil A. Lawrence and Maryland V. Lawrence, his wife, by deed dated February 9, 1948, and recorded in Liber No. 219, folio 131, of the Land Records of Allegany County, Maryland, and running thence by the Winters Road, South 69 degrees East 300 feet to a stake in center of said road; thence South 24 degrees West 338 feet to a stake in center of another road; thence by the last mentioned road, North 11-¾ degrees West 74 feet; North 41½ degrees West 120 feet and North 14½ degrees West 209.5 feet to the beginning; containing 1.06 acres, exclusive of the easement of the said roads.

It being the same property which was conveyed unto the said Mortgagors by Harry D. Fike and wife, by deed dated the 27th day of February, 1953, and recorded in Liber No. 248, folio 60, one of the Land Records of Allegany County.

ALSO: all that certain tract or parcel of land lying about one mile Northward from Cresaptown, in Allegany County, Maryland, and described by metes and bounds as follows, to-wit:

BEGINNING at a stonepile the second corner to the tract of which this is a part and running thence reversing a portion of the first original line corrected to date (M.B. 1945), South 24 degrees 30 minutes West (old course North 20 degrees East) 840 feet to a small hickory tree in said line; thence making new division lines (M. B. 1945), North 22 degrees 45 minutes West 475 feet to an iron stake on the West side of a private road; thence along said road, North 5 degrees 15 minutes East 201.5 feet to an iron stake, same course continued 103 feet more, making 304.5 feet in all to another of said stakes; thence South 63 degrees 00 minutes East 226.5 feet to another iron stake; thence North 26 degrees 50 minutes East 218 feet to another of said stakes by a chestnut oak tree in the second original line; thence reversing a portion of said line, South 63 degrees 00 minutes East 200 feet to a black walnut tree, same course continued 17 feet more making 217 feet in all to the place of the beginning, containing 4.84 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Nannie C. Pfister, widow, by deed dated the 20th day of August, 1945, and recorded in Liber No. 208, folio 697, 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-Two Hundred (\$2200.00) 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-Two Hundred (\$2200.00) - - - - - 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:

Wesley K. Hartman (SEAL)  
Wesley K. Hartman

James M. Asbury

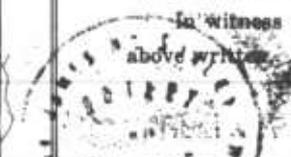
Iva C. Hartman (SEAL)  
Iva C. Hartman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17<sup>th</sup> day of November 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

Wesley K. Hartman and Iva C. Hartman, 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. Fosley  
Notary Public

Comm. ...  
To Mt. ... City  
Nov 3 1954

FILED AND RECORDED NOVEMBER 19 1954 at 10:50 a.m.

This Mortgage, Made this 18<sup>th</sup> day of

November in the year nineteen hundred and fifty-four, by and between

Blair E. Ullery and June E. Beery Ullery, 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

Blair E. Ullery and June E. Beery Ullery, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighty-Four Hundred (\$8400.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) 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 December 31, 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

Blair E. Ullery and June E. Beery Ullery, 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 property on Johnson Heights in Cumberland, Allegany County, Maryland, known as Lots Nos. One (1) and Two (2), of Block No. 32, as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

BEGINNING for the same at an iron stake standing at the intersection of the South side of Kent Avenue with the East side of Greenway Avenue, as shown on the aforementioned plat, and continuing thence with the South side of Kent Avenue, North 88 degrees 10 minutes East 82.5 feet to a stake intersecting the division line between Lots Nos. 2 and 3, of Block No. 32, and running thence with the division line and at right angles to Kent Avenue, South 1 degree 50 minutes East 125 feet to a stake on the North side of a 15-foot alley, thence with the North side of said Alley, South 88 degrees 10 minutes West 82.5 feet to a stake, standing on the East side of Greenway Avenue, thence with the East side of Greenway Avenue, and at right angles to said alley line, North 1 degree and 50 minutes West 125 feet to the beginning. All bearings true Meridian and Horizontal measurements.

It being the same property which was conveyed unto the said Mortgagors by Joseph A. Spooler and wife, by deed dated the 1st day of August, 1947, and recorded in Liber No. 216, folio 371, 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 Eighty-four Hundred (\$8400.00) 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

Eighty-Four Hundred (\$8400.00) - - - - - 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:

Blair E. Ullery (SEAL)  
Blair E. Ullery

James M. Asoley June E. Beery Ullery (SEAL)  
June E. Beery Ullery

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18th day of November 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

Blair E. Ullery and June E. Beery Ullery, 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. Asoley  
Notary Public

Compared and Made  
To Mtge Mt Savage Md  
See 13 10 54

FILED AND RECORDED NOVEMBER 19<sup>th</sup> 1954 at 10:40 A.M.

**This Mortgage**, Made this 15th day of November  
in the year Nineteen Hundred and Fifty -four, by and between

JOHN F. MONAHAN and AMY E. MONAHAN,  
his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,

MARYLAND, a national banking corporation, having its principal office  
in Mount Savage,



at Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

**Whereas**, the parties of the first part are justly and firmly  
indebted unto the said party of the second part in the full and just  
sum of TWELVE HUNDRED THIRTY DOLLARS (\$1,230.00) together with interest  
thereon at the rate of six per cent (6%) per annum, payable one year  
after date to the order of the party of the second part, and which  
said sum of money together with the interest thereon as aforesaid  
the said parties of the first part covenant to pay as and when the  
same shall be due and payable.

**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 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,

~~the following~~ the following property, to-wit:

All the following described property located in the  
Village of Mount Savage, Allegany County, Maryland, and described as  
follows:

**FIRST:** Lots Nos. 58, 59 and 60 of a series of lots laid  
out by Thomas Perry, Trustee for sale of real estate of Raphael  
Lordsdon, deceased.

**SECOND:** Lot No. 262 on Plat of the Town of Mount Savage,  
Allegany County, Maryland, adjoining the lots described in "FIRST"  
above.

Excepting, therefrom, all that lot or parcel of ground  
being part of the above described property upon which the home of

Francis McNamee is built and being the same lot or parcel of ground which was bequeathed by Dennis Mulledy and daughter, Anna Mary, married to Hugh A. McMullen by his last will and testament duly admitted to probate in the Orphans' Court for Allegany County, Maryland, on September 10, 1897, and filed for record in Wills Liber 8, folio 250.

Further excepting the water rights and privileges more fully described in that certain deed from Bridget Mulledy to Patrick F. Monahan and John Monahan dated February 20, 1900, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 99, folio 253.

Further excepting therefrom all that piece or parcel of ground being part of "FIRST" and "SECOND" above described which was conveyed to Catherine McNamee by Anthony Monahan and wife by deed dated February 28, 1926, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 157, folio 114.

IT BEING the same property conveyed by Matthew J. Mullaney, Trustee, to John F. Monahan and Amy E. Monahan, his wife, by deed dated September 14, 1948, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 227, folio 207.

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 sum of~~ the aforesaid sum of Twelve Hundred and thirty Dollars (\$1,230.00)

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 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 party of the second part, its successors and assigns,

~~being~~ ~~the~~ ~~sole~~ ~~and~~ ~~exclusive~~ ~~attorney~~ ~~or~~ ~~agent~~ ~~of~~ ~~the~~ ~~parties~~ ~~of~~ ~~the~~ ~~first~~ ~~part~~ or Matthew J. Mullaney, 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 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 successors and 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, its successors ~~heirs~~ or assigns, to the extent of its ~~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:

Betty Blank  
Betty Blank

John F. Monahan [SEAL]  
John F. Monahan

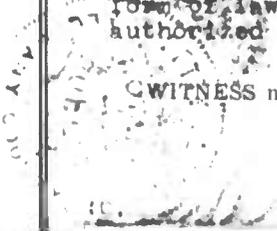
Amy E. Monahan [SEAL]  
Amy E. Monahan

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 15th day of November 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

JOHN F. MONAHAN and AMY E. MONAHAN, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared RAYMOND L.

HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage, 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 he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.



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

Betty Blank  
Notary Public.

Compared and Mailed Delivered  
to Mtge Mt Savage Md  
Dec 13 1954

FILED AND RECORDED NOVEMBER 19 1954 AT 10:40 A.M.

**This Mortgage,** Made this 7th day of November  
in the year Nineteen Hundred and Fifty-four, by and between

JOSEPH D. CALDARA and CHRISTINE CALDARA, presently residing  
in the Territory of Guam, M.I., and BERT CALDARA and HELEN D.  
CALDARA, his wife,



of Allegany County, in the State of Maryland,  
parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,  
MARYLAND, a national banking corporation, having its principal office  
in Mount Savage,

of Allegany 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 TWO THOUSAND DOLLARS (\$2,000.00), payable one year after date to  
the order of the party of the second part, together with interest  
thereon from date at the rate of six per cent (6%) per annum, and  
which said sum of money together with the interest thereon as afore-  
said the said parties of the first part covenant to pay as and when  
the same shall be due and payable.

**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 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,

~~do~~ ~~and assigns~~ the following property, to-wit:

All that lot or parcel of ground lying and situate in  
the Village of Mount Savage, Allegany County, State of Maryland, and  
more particularly described as follows, to-wit:

BEGINNING for the same at a stone at the intersection  
of the County Road leading to the farm of John S. Combs, and the  
Episcopal Church in the Village of Mount Savage, and running South  
44-1/2 degrees East 89 feet; thence South 56 degrees West 92 feet;  
thence North 44-1/2 degrees West 89 feet to a stake; thence North 56  
degrees East 92 feet to the place of beginning; containing 1/5 of an  
acre, more or less.

IT BEING the same property conveyed by Minola Aldridge  
Caldara, widow, to Bert Caldara and Joseph D. Caldara by deed dated

July 22, 1948, and recorded among the Land Records of Allegany County,  
Maryland, in Deed Liber No. 221, folio 653.

EXCEPTING, therefrom, all that part of the above described  
property which was conveyed by Minola Caldara et al to Howard L.  
Aldridge by deed recorded among the Land Records of Allegany County,  
Maryland, in Deed Liber No. 125, folio 86.

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,

~~do~~ ~~and assigns~~ the aforesaid sum of Two Thousand Dollars  
(\$2,000.00)



TERRITORY OF GUAM, to-wit:

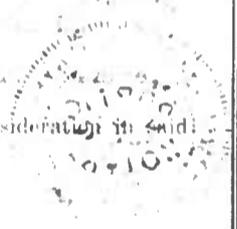
I HEREBY CERTIFY, That on this 5<sup>th</sup> day of November, 1954, before me, the subscriber, personally appeared James H. Matthews, whose rank is that of Major in the United States Air Force and presently serving outside of the United States of America, and Christine Saldaña, his wife, both of whom to be as well as their joint and several interests in the subject property, and whose names are subscribed to the instrument, and who have acknowledged to me that they are the persons whose names are subscribed to the instrument, and that they execute the same for the purposes and consideration therein expressed.



NAME: James H. Matthews  
RANK: Major  
BRANCH OF SERVICE: US Air Force

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 2<sup>nd</sup> day of November, 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 H. Matthews, Major, and Christine Saldaña, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James H. Matthews, Major, of The First 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 for forth.



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

MY COMMISSION EXPIRES MAY 2, 1955

James W. Toland

Notary Public.

Compared and Mailed. 11/19/54

To Mtgee City

Nov 13 1954

LIBER 308 PAGE 450

FILED AND RECORDED NOVEMBER 19<sup>th</sup> 1954 at 10:40 A.M.

THIS SUPPLEMENTAL MORTGAGE, Made this ~~14<sup>th</sup>~~ day of *August*, 1954, by Frederick D. Stitche~~r~~ and Madonna E. Stitche~~r~~, his wife, of Allegany County and the State of Maryland, hereinafter called the Mortgagors, and The Liberty Trust Company, Cumberland, Maryland, hereinafter called the Mortgagee.

WHEREAS, by Mortgage dated May 5, 1948, and recorded in Liber No. 211, folio 553, one of the Mortgage Records of Allegany County, which said Mortgage was executed to secure the principal indebtedness of Eight Thousand Five Hundred (\$8,500.00) Dollars, together with the interest thereon at the rate of Four (4%) per centum per annum, and which Mortgage constitutes a lien upon the property known as Lot No. 116 and one-half of Lot No. 115 of the Fifth Addition to Bowling Green, as shown on a Plat of Bowling Green recorded in Plat Box No. 90, among the Land Records of Allegany County, as described in said Mortgage, special reference to which is hereby made, and

WHEREAS, the said Mortgagors have requested of the said Mortgagee that the terms of the payments of this mortgage be changed and that said Mortgage be extended for a further period in order to relieve the said Mortgagors from the amount of the present monthly payments which are burdensome by reducing the amount thereof, all in order to prevent further defaults thereunder.

NOW, THEREFORE, in consideration of the premises, the said Mortgagee does hereby covenant and agree with the said Mortgagors that the term of said Mortgage shall be extended for a period of six years three months from the original maturity date of the Mortgage, thus making the final payment under the extended terms of said Mortgage due and payable August 5, 1971, and the monthly payments on said mortgage, which payments shall include interest and principal at the rate aforesaid, shall be in the amount of not less than Thirty-Nine and 24/100 (\$39.24) each, the first of said payments to be made on the 1st day of September, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The present unpaid balance of the said Mortgage is Fifty-Eight Hundred (\$5800.00) Dollars.

The said Mortgagors do hereby covenant and agree to make the payments promptly as aforesaid, and it is further agreed by and between the parties hereto that, with the exception of the changes of the terms of payment as above set forth, all of the other terms and conditions of the original Mortgage between the

parties hereto, shall remain in full force and effect.

WITNESS the hand and seals of the said Mortgagors the day and year above written, and in WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

WITNESS:

*Frederick D. Stitcher* (SEAL)  
FREDERICK D. STITCHER

*Madonna E. Stitcher*

*Madonna E. Stitcher* (SEAL)  
MADONNA E. STITCHER

THE LIBERTY TRUST COMPANY



*Charles A. Piper*  
Not. Secy.

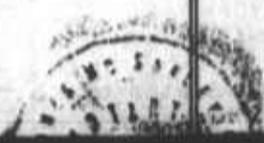
By *Charles A. Piper*  
President

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *14th* day of *August* 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick D. Stitcher and Madonna E. Stitcher, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such acknowledged the foregoing instrument of writing to be the act and deed of said corporation.

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



*James M. Arley*  
NOTARY PUBLIC

Compared and Dated & Signed  
to [unclear] City  
[unclear] Dec 13, 1954

Real Estate FILED AND RECORDED NOVEMBER 20<sup>th</sup> 1954 at 9:30 A.M.

DEED OF TRUST

THIS DEED, Made this <sup>20<sup>th</sup></sup> day of <sup>Nov. 1954</sup> ~~September~~, 1954, by and between CHALMER N. LIVINGSTON and ETHEL C. LIVINGSTON, his wife, of Allegany County, Maryland, parties of the first part, hereinafter referred to as "First Party", and RICHARD W. KIEFER, of Baltimore, Maryland, and CLARENCE P. MOORE, of Richmond, Warsaw County, Virginia, Trustees, as hereinafter set forth, either or both with power to act, and hereinafter referred to as "Trustee", party of the second part:

WHEREAS, in consideration of a loan in the amount of TWENTY-FIVE THOUSAND - - - - -00/100 DOLLARS (\$25,000.00), or any part thereof, by Small Business Administration, an agency created by Public Law 163 of the 83rd Congress of the United States of America, and having an office for the transaction of business at the Southern States Building, Seventh and Main Street, Richmond, 19, Virginia, to The Livingston Machine and Tool Company, with interest at the rate of six per centum (6%) per annum on the unpaid principal owing from time to time on said loan and for which loan The Livingston Machine and Tool Company has signed and delivered a certain promissory note on SBA Form 147, bearing even date herewith, in the principal amount of

TWENTY-FIVE THOUSAND and 00/100 - - -DOLLARS (\$25,000.00)

AND WHEREAS, Chalmer N. Livingston has guaranteed the prompt payment of the principal and interest now and which may hereafter be owing upon said note when and as the same shall become due and payable, and the payment of any other monies which may be advanced as provided herein, together with interest on all such advances from the date thereof, and to secure the strict performance of all covenants and agreements as contained in said guaranty, note and this deed of trust.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the First Party, in consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has given, granted, bargained and sold, conveyed, released and confirmed, and does hereby give, grant, bargain and sell, convey, release and confirm unto the party of the second part, as Trustee, his successors and assigns, all that

part of lot No. 27 of McCulloh's Addition to the Town of Frostburg, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a point on First Alley North sixty-one degrees West fifty-one feet from the end of the fourth line of that lot or parcel of ground conveyed to Chalmer N. Livingston et ux by William Weinberg and wife, by deed dated July 1, 1935, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 173, folio 19, and running thence South twenty-nine degrees West twelve and four-tenths feet to the corner of the machine shop standing on the land herein conveyed; thence with the said machine shop South twenty-nine degrees West thirty-eight and one-tenth feet; thence North sixty-one degrees West twenty feet; thence North twenty-nine degrees East fifteen and four-tenths feet; thence North sixty-one degrees West eleven and five-tenths feet; thence North twenty-nine degrees East ten and six-tenths feet; thence North sixty-one degrees West thirty-four and five-tenths feet; thence North twenty-nine degrees East twenty-five feet; thence South sixty-one degrees East fifty and eight-tenths feet; thence South sixty-one degrees East fifteen and two-tenths feet to the beginning.

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 property unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said described property for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured and guaranteed, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described property unto the said First Party or assigns, at the cost of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made

in the payment of the said note (and any extension or renewal thereof) or of any installment of principal and interest as therein provided, or in the payment of any of the sums for taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment of insurance or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured and guaranteed hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, as a whole or in parcels, in the Trustee's discretion, at such time and place, and after such previous public advertisements as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said chattels and personal property at time of sale and to retain as compensation a commission of eight per centum (8%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale

being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and Lastly, to pay the remainder of said proceeds, if any there be, to First Party, their heirs or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the property as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore provided, with the privileges and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.

2. That it will pay all taxes, assessments, and other governmental or municipal charges, fines or impositions upon the aforesaid property and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. That it will keep the said property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

4. That it will keep said property insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of

to First Party and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said property in extinguishment of the indebtedness secured hereby, all right, title and interest of First Party in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

6. That if it is necessary to refer this matter to an attorney, or if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the notes or any part of any note secured hereby, or any petition be filed in bankruptcy or otherwise for the collection of the notes or any part of any note secured hereby, or if any action be taken or proceedings or suit filed for the enforcement of any endorsement or endorsements thereof, or guaranties thereof, or for the purpose of realizing on any collateral hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, together with all collection fees and charges which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

7. That it specially warrants the property therein conveyed and that it will execute such further assurances thereof as may be required.

8. First Party hereby consents and agrees that the indebtedness secured and guaranteed by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and The Livingston Machine and Tool Company, its successors and assigns,

and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.

9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.

10. First party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of said property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorneys' fees, all of which shall be added to the indebtedness secured hereby.

The trustee may, from time to time, until default as above provided, release from the lien of this Deed of Trust any property conveyed hereunder, at the expense of First Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts created hereunder by giving written notice thereof to First Party, and to the holder of the note at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said noteholder as such notice.

The holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, the holder of the note is hereby authorized and empowered to appoint a successor or successors in trust, by written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, the hands and seals of the said Chalmer N. Livingston and Ethel C. Livingston.

WITNESS:

Winifred A. Bigler Chalmer N. Livingston (SEAL)  
CHALMER N. LIVINGSTON

Winifred A. Bigler Ethel C. Livingston (SEAL)  
ETHEL C. LIVINGSTON

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20<sup>th</sup> day of November <sup>Ch. A. B.</sup> ~~September~~, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Chalmer N. Livingston and Ethel C. Livingston, his wife, and each

acknowledged the foregoing deed to be their respective act and deed.

WITNESS my hand and Notarial Seal.



*William C. ...*  
Notary Public

COMMISSION EXPIRES:

*May 2, 1955*

*Company ...  
To ...  
Dec 13 1954*

FILED AND RECORDED NOVEMBER 20 1954 at 9:30 A.M.

Chattels

DEED OF TRUST *and*

THIS DEED, Made this *20th* day of ~~September~~ <sup>November</sup>, 1954, by and between  
-- THE LIVINGSTON MACHINE AND TOOL COMPANY, a corporation,  
party of the first part, hereinafter referred to as "First Party", and RICHARD  
W. KIEFER, of Baltimore, Maryland, and CLARENCE P. MOORE,  
of Richmond, Virginia, Trustees, as hereinafter set forth, either or both  
with power to act, and hereinafter referred to as "Trustee", party of the  
second part:

WHEREAS, in consideration of a loan in the amount of  
TWENTY-FIVE THOUSAND and 00/100 --- Dollars (\$25,000.00), or  
any part thereof, by Small Business Administration, an agency created by Public  
Law 163 of the 83rd Congress of the United States of America, and having an  
office for the transaction of business at the Southern States Building, Seventh  
and Main Street, Richmond, 19, Virginia, to First Party, with interest at the  
rate of six per centum (6%) per annum on the unpaid principal owing from time  
to time on said loan and for which loan the First Party has signed and delivered  
a certain promissory note on SBA Form 147, bearing even date herewith, in  
the principal amount of

-- TWENTY-FIVE THOUSAND and 00/100 --- DOLLARS (\$25,000.00) --

AND WHEREAS, First Party desires to secure the prompt payment of the  
principal and interest now and which may hereafter be owing upon said note,  
when and as the same shall become due and payable, and all costs and expenses  
incurred in respect thereto, including reasonable counsel fees incurred or  
paid by the said party of the second part or substituted Trustee, or by any  
person hereby secured, on account of any litigation at law or in equity which  
may arise in respect to this trust or the property hereinafter mentioned, and  
of all money which may be advanced as provided herein, with interest on all  
such costs and advances from the date thereof, and further to secure the strict  
performance of all the covenants and agreements in this Deed of Trust and in

said note contained and made by the First Party.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the First Party, in consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has bargained, sold, granted and assigned, and does hereby bargain, sell, grant and assign unto the party of the second part, as Trustee, his successors and assigns, all and each and every unit and article of the machinery, equipment, furniture, fixtures, and other chattels, which are now located in or on the building and premises designated as Cor. Park Ave. & Centre St., Frostburg, Allegany County, Maryland, including but not limited to the property more particularly described as follows:

<u>LATHES</u>	<u>NAME &amp; MANUFACTURER</u>	<u>SERIAL &amp; MODEL NOS.</u>
1	Hardinge, 8" Tool Room Lathe with chucks and collets	Series 0859
1	Logan Bench Lathe, 10" x 48" with quick change	7214A
1	South Bend Precision UMD Tool Room Lathe with all accessories (Quick change) 13" x 7'	3953TKL10
1	South Bend Lathe 16" x 6'	19684
1	Cincinnati Lathe 16" x 6' (Quick change)	428 19685
1	Hendly Lathe 16" x 3' (Quick change)	10001
1	Pratt & Whitney Lathe 24" x 3'	1404
1	Pratt & Whitney Lathe 34" x 9'	XXXXXXXX 1680
<u>DRILL PRESSES</u>		
1	Delta, 14" Bench Model (32-944 - 32-5365)	XXXXXXXX 32,942
1	King Seely 14" Bench Model	Series 103,23130
1	Walker Turner 14" Bench Model	Not avail.
1	Delta 15" Heavy duty FM Drill Press	298952
1	Barnes 20" Drill Press	Not avail.
<u>MILLING MACHINES</u>		
1	12" x 36" Kempshmith Plain Horizontal Mill with vertical and key slotting attachments	2525
1	8" x 24" Lambert-Heald Universal Milling Machine with allied accessories	63309
1	6" x 24" Universal Vertical Milling Machine	W 69
<u>SHAPERS &amp; PLANERS</u>		
1	14" x 40" Putnam Planer	Not avail.
1	16" x 48" Bement & Dougherty No. 23 Shaper-planer	" "
<u>METAL SAWS</u>		
1	DoAll Model ML Contour Sawing and Filing Machine with all allied accessories	447585
1	Racine 6" x 6" Power Hack Saw	Not avail.
<u>SANDERS, GRINDERS &amp; HONES</u>		
1	4" x 54" Walker Turner Belt and Disc Sander	13,639 XXXXXXXX.
1	DoAll Model G-10 Surface Grinder, 8" x 24" Magnetic Chuck, Coolant and spare Selectron	610451008
1	Norton 6" x 32" Cylindrical Grinder	3113 Not avail.
1	Van Norman 4" x 18" Cylindrical Grinder	Not avail.
3	1/2 H.P. Bench Grinders, Black & Decker - Sioux - Dunlap	" "
1	1 H.P. Black & Decker Pedestal Grinder	" "
1	Sunnen - Model MA Precision Honing Machine	8608
1	Dunmore Universal Cutter Grinder	Not avail.
<u>SHEET METAL ROLLS &amp; PUNCH PRESSES</u>		
1	Pressrite 01B 10T Punch Press	01B
1	Air-Hydraulic Punch Roll	64501
<u>SHAPE CUTTING EQUIPMENT</u>		
1	CM15 Oxweld Shape cutting machine 18" with all tracer method attachments	1F1007
1	Aireco Straight Line and Circle Cutting Machine (Radigraph)	15971
<u>CAPITAL EQUIPMENT RELATED ATTACHMENTS</u>		
2	L-W 10" Dividing Heads	}
1	Compound Universal Jig Boring Attachment	

1	D-H 12 Rotary Table	Names or serial numbers not avail.
1	Modern Production Threading Head	
1	Landamatic Production Threading Head for all classes of threads	
1	Metco Type Metallizing Gun with allied accessories. Type 2E	

WELDERS

1	400 Amp Hobart Stationary Electric Welder	DW44869
1	400 Amp Hobart Portable Electric Welder	DW6366
1	250 Amp General Electric Stationary Elec. Welder Model No. 2 Aircomatic Welding Unit, with all allied accessories (Aluminum and Stainless)	Not avail.
1	Miller 10 KVA Portable Air Operated Spot Welder with 1/20th to 2 second timer	13893490
1	Nelweld Nelson Stud Welder	1028 03-10009

AIR COMPRESSORS

1	30 CFM 2 Stage Westinghouse Air Compressor	Not avail.
1	50CFM Single Stage Curtiss Air Compressor	Not avail.
1	100CFM Single Stage American Air Compressor	Not avail.

METAL TESTING

1	Clark Model C12A Rockwell Hardness Tester	16452
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FURNACES

2	Huppert Electric Heat Treating Furnaces (1 Model FMLF) (1 Model 12A Standard)	Serial No. not legible
1	Johnson Carburizing Furnace	#44 Type ST Serial No. 565

OFFICE EQUIPMENT

1	Remington-Rand Standard Typewriter	Serial No. 2-41024
1	Remington-Rand Adding Machine	" " M-239622
1	G.F. Steel Office Desk - General Fireproofing Co.	
1	Venco Drafting Table & Drafting Equipment (V & E Manufacturing Company)	
2	Steel Letter-size Filing Cabinets	Serial No. C-20124

together with all such property of like nature as shall be hereafter acquired by First Party during the continuance of this trust and before the final payment of the debt secured hereby.

TO HAVE AND TO HOLD the aforesaid chattels and personal property and any additional chattels and personal property which may become subject to the lien of this deed of trust unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said described chattels and personal property for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described chattels and personal property unto the said First Party or assigns, at the cost of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note (and any extension or renewal thereof) or of any installment of principal and interest as therein provided, or in the payment of any of the sums for taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment of insurance or expense of litigation, with interest thereon at Six Per Centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made

as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, as a whole or in parcels, in the Trustee's discretion, at such time and place, and after such previous public advertisements as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said chattels and personal property at time of sale and to retain as compensation a commission of Eight Per Centum ( 8 %) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to First Party, ~~its administrators, administrators, successors or assigns~~, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the chattels and personal property as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore provided, with the privilege and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.
2. That it will pay all taxes, assessments, and other governmental or municipal charges, fines or impositions upon the aforesaid property and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.
3. That it will keep the said chattels and personal property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
4. That it will keep said chattels and personal property insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to First Party and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said chattels and personal property in extinguishment of the indebtedness secured hereby, all right, title and interest of First Party in and to any insurance policies then in force shall pass to the purchaser or grantees.
5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.
6. That if it is necessary to refer this matter to an attorney, or if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the notes or any part of any note secured hereby, or any petition be filed in bankruptcy or otherwise for the collection of the notes or any part of any note secured hereby, or if any action be taken or proceedings or suit

filed for the enforcement of any endorsement or endorsements thereof, or guaranties thereof, or for the purpose of realizing on any collateral hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges together with all collection fees and charges which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

7. That it specially warrants the property therein conveyed and that it will execute such further assurances thereof as may be required.

8. First Party hereby consents and agrees that the indebtedness secured by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and First Party, its successors and assigns, and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.

9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.

10. First Party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of the said chattels and personal property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when

collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorneys' fees, all of which shall be added to the indebtedness secured hereby.

11. First Party further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional chattels or personal property, to be placed upon the aforesaid property, it will, from time to time, as requested by the holder of the note secured hereby, execute and deliver to the noteholder, or its successors and assigns, a supplemental deed of trust or chattel mortgage thereon so as to further secure the repayment of the indebtedness hereby secured by a lien on such additional property.

The trustee may, from time to time, until default as above provided, release from the lien of this Deed of Trust any property conveyed hereunder, at the expense of First Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts created hereunder by giving written notice thereof to First Party, and to the holder of the note at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said noteholder as such notice.

The holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, the holder of the note is hereby authorized and empowered to appoint a successor or successors in trust, by written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include

the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, THE LIVINGSTON MACHINE AND TOOL COMPANY has caused this Deed of Trust to be signed by its President or its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, on the day and year first above written.



THE LIVINGSTON MACHINE AND TOOL COMPANY

By C. N. Livingston  
C. N. Livingston, President

STATE OF Maryland }  
Allegany County }

To-Wit:

On the 20<sup>th</sup> day of November, 1954, before me, Winifred A. Bigler, the undersigned notary public, personally appeared C. N. Livingston, who acknowledged himself to be the President of The Livingston Machine and Tool Company, Incorporated, and 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.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Winifred A. Bigler  
Notary Public

My commission expires:  
May 2, 1955

Compared and Mailed Delivery

To Mtgee Frostburg Md  
Nov 15 1954

FILED AND RECORDED NOVEMBER 20<sup>th</sup> 1954 at 11:35 A.M.

**This Mortgage.** Made this 19th. day of November, in the year  
Nineteen Hundred and Fifty-four by and between

MAXWELL J. STANGLE and LULU M. STANGLE, 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 mortgage herein, in the full sum of ONE THOUSAND AND NO/100-----Dollars



(\$1,000.00 ) 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

Thirty - - - - - 50/00 Dollars,

(\$ 30.50 ) commencing on the 19th. day of December , 1954. and on the 19th. 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 19th. day of November , 1957 . 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

Maxwell J. Stangle and Lulu M. Stangle, his wife,

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 those two lots, pieces or parcels of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and distinguished as Lots Numbers Fifty (50) and Fifty-One (51) in G. W. McCulloh's Addition to said Town of Frostburg; a plat of said Addition and the courses and distances of said lots are recorded in Liber No. 55, folio 134, one of the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to the said Maxwell J.

Stangle and Lulu M. Stangle, his wife, by deed from Lulu Mae Stangle, et al., Executors of the Estate of Sarah Roland, deceased, dated December 30, 1952, and recorded in Liber No. 247, folio 181, among the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed and plat for a further and more particular description of the property herein intended to be conveyed.

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

ONE THOUSAND AND NO/100- - - - - (\$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 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 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:

Ralph M. Rice                      Maxwell J. Stangle (SEAL)  
 Ralph M. Rice                      MAXWELL J. STANGLE  
Ralph M. Rice                      Lulu M. Stangle (SEAL)  
 Ralph M. Rice                      LULU M. STANGLE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 19th. day of November, 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

MAXWELL J. STANGLE and LULU M. STANGLE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared <sup>G. Alvin Kreiling</sup> ~~William C. Coombs~~, 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 <sup>G. Alvin Kreiling</sup> ~~William C. Coombs~~ 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. Rice  
Ralph M. Rice, Notary Public

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 9:20 A.M.

This Mortgage, made this 19th day of November, in the year Nineteen Hundred and Fifty-four, by and between

JOHN LAWRENCE RATKE and VERONICA D. RATKE, 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

W. WALLACE MCKAIG

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

*Commercial and Trust Building  
100 N. Liberty  
Martinsburg, W. Va.*

WHEREAS the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Five Thousand (\$5,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five percentum (5%) is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Fifty-five (\$55.00) Dollars each month on account of the principal indebtedness and interest as herein stated, 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 Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those four lots or parcels of ground designated as Lots Nos. 9, 10, 11, and 12 in "Wilsonia Addition to Cumberland, Maryland", said Lot No. 9 has a frontage of thirty-six (36) feet on the Easterly side of South Street (formerly called Dougherty's Lane), and extends back an even width for a depth of one hundred and ten (110) feet to Clay Alley. Said Lots Nos. 10, 11 and 12 in said Addition each have a frontage of twenty-five (25) feet on the Easterly side of said South Street and extend back an even width for a distance of one hundred and ten (110) feet to Clay Alley. Thus the four lots, all of which are contiguous, have a combined frontage of one hundred and eleven (111) feet to the Easterly side of South Street with an even depth of one hundred and ten (110) feet to Clay Alley. The plat of Wilsonia Addition is filed in Liber No. 82, folio 318, one of the Land Records of Allegany County.

This mortgage is given to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

It being the same property which was conveyed unto the said John Lawrence Ratke and Veronica D. Ratke, his wife, by deed dated the 17<sup>th</sup> day of November, 1954, and duly filed for record simultaneously with this mortgage among the Land Records of Allegany County.

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 Mortgagors shall pay to the said Mortgagee the aforesaid sum of Five Thousand (\$5,000.00) 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 Mortgagors 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 Mortgagors 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, his 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 Allegany County

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 s . 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 Fifty-five 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 his 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 s of said Mortgagor s.

Attorney George R. Hughes

John Lawrence Ratke (SEAL)  
John Lawrence Ratke

Veronica D. Ratke (SEAL)  
Veronica D. Ratke

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 19th day of November, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John Lawrence Ratke and Veronica D. Ratke, 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 W. Wallace McKaig

W. Wallace McKaig 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 last above written.



George R. Hughes  
Notary Public

Compared and Mailed  
To Mtg of Frostburg, Md  
11/19/54

LIBER 308 PAGE 470

FILED AND RECORDED NOVEMBER 20<sup>th</sup> 1954 at 9:30 A.M.

**PURCHASE MONEY**  
**This Mortgage**, Made this 19<sup>th</sup> day of November  
in the year Nineteen Hundred and fifty-four, by and between

**JENNIE A. ARNONE and SAMUEL F. ARNONE, her husband,**

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

~~xx~~ 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

**FOURTEEN THOUSAND - - - - -00/100 DOLLARS (\$14,000.00)**

payable one year after date of these presents, together with interest thereon at  
the rate of six per centum (6%) per annum, payable 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 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:

**FIRST PARCEL:** All that lot, piece or parcel of ground lying and being in  
Frostburg, Allegany County, Maryland, and being all of Lot No. 8 and the  
adjoining 20 feet of Lot No. 9 of G. W. McCulloh's Addition to Frostburg, a  
plat of which addition is recorded in Deeds Liber 55, folio 134 among the Land  
Records of Allegany County, Maryland, which said property is more particularly  
described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Union Street  
(commonly known as Main Street) at the end of the first line of Lot No. 7 of said  
G. W. McCulloh's Addition, said point being also located at the point where the  
division line between Lots 7 and 8 of said addition intersects said side of said  
Union Street, and running thence with said side of said Union Street, South 61  
degrees East 75 feet; thence North 29 degrees East 165 feet to First Alley;  
thence with said First Alley, North 61 degrees West 75 feet to the aforementioned  
division line between Lots 7 and 8 of said addition; thence with said division line  
South 29 degrees West 165 feet to the place of beginning.

IT being the same property which was conveyed by Christopher Krause et  
ux et al to Jennie A. Arnone by deed dated November 19, 1954, and  
to be recorded among the Land Records of Allegany County, Maryland, prior to  
the recordation of this mortgage which is given to secure part of the purchase  
price of the property therein described and conveyed.

**SECOND PARCEL:** All that lot, piece or parcel of ground which was  
conveyed by Louis Arnone to Jennie Arnone by deed dated April 15, 1947, and  
recorded in Deeds Liber 214, folio 414 among the Land Records of Allegany  
County, Maryland, reference to which deed is hereby specifically made for a



more particular description of the property therein described and conveyed.

**THIRD PARCEL:** All that lot, piece or parcel of ground which was conveyed by W. Earle Cobey, Trustee, to Jennie Arnone by deed dated October 10, 1940, and recorded in Deeds Liber 188, folio 158 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of the property therein described and conveyed.

**FOURTH PARCEL:** All that lot, piece or parcel of ground which was conveyed by Emma M. Schaub et vir to Jennie Arnone by deed dated June 25, 1949, and recorded in Deeds Liber 226, folio 196 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically 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 ~~executors, administrators~~ or assigns, the aforesaid sum of \_\_\_\_\_

- -FOURTEEN THOUSAND - - - - - - - - - - -00/100 DOLLARS (\$14,000.00) 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 ~~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 successors and acceptable to the mortgagee or its / assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand and 00/100 - - - (\$14,000.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other 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 hands and seals of said mortgagors.

Witness:

David R. Willetts  
DAVID R. WILLETTS

Jennie A. Arnone [Seal]  
JENNIE A. ARNONE

David R. Willetts  
DAVID R. WILLETTS

Samuel F. Arnone [Seal]  
SAMUEL F. ARNONE

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19<sup>th</sup> day of November  
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  
Jennie A. Arnone and Samuel F. Arnone, 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 E. 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.

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



Emma L. Simons  
EMMA L. SIMONS Notary Public

Compared and Mailed Hereby  
To Judge & Mrs. H. C. City  
Nov 13 1954

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 9:20 A.M.

**This Mortgage,** made this 20<sup>th</sup> day of November in the  
year Nineteen Hundred and Fifty-four, by and between  
ARLIE LEASE, JR. and ETHEL E. LEASE, his wife



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  
W. WALLACE MOKAIG

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of One Thousand (\$1,000.00) Dollars, which indebtedness, together with the interest thereon at the rate of five percentum (5%) per annum is payable three years after date hereof. It is hereby understood and agreed that the said Mortgagors will continue to make payments of not less than Sixty (\$60.00) Dollars each month on this and other indebtedness, evidenced by two previous mortgages now held by the said Mortgagee, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof 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 Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

First: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated near the Village of Cresaptown, and known and distinguished as Lot No. 31 of John W. Cecil's Addition to Cresaptown, a plat of which Addition is to be recorded among the Land Records of Allegany County, Maryland, said lot being more particularly described as follows:

BEGINNING for the same at a stake standing South 71 degrees 49 minutes West 200 feet from the intersection of the North side of Cecil Street and the West side of Ridgeway Avenue, and running thence with said side of Cecil Street (magnetic bearings as of October, 1947, and with horizontal measurements) South 71 degrees 49 minutes West 126.05 feet to a stake standing on the division line of the original John W. Cecil property, thence with said division line, North 4 degrees 58 minutes West 205.35 feet to a stake, thence leaving said division line, running parallel to Cecil Street, North 71 degrees 49 minutes East 79.1 feet to a stake, thence at right angles to the last line, South 18 degrees 11 minutes East 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by deed from John W. Cecil, dated May 3, 1948, and recorded in Liber 222, folio 295, one of the Land Records of Allegany County, and by a subsequent Deed of Release of Dower and Quit Claim Deed, from Myrtle E. Cecil, dated January 10th, 1949, and recorded in Liber 224, folio 90, one of the Land Records of Allegany County.

Second: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in or near the Village of Cresaptown and more particularly described as follows:

BEGINNING for the same at a stake standing at the end of Three Hundred Eighty-six and eight-tenths feet on the fifth line of a tract of land that was conveyed by Theodore Cecil and others to the party of the first part, by deed dated April 1, 1916, and recorded in Liber No. 118, folio 353, of the Land Records of Allegany County, Maryland, and running thence with the remainder of said fifth line, North eleven and one-half degrees West Four Hundred forty-three and five-tenths feet to a steel stake in an old fence line; thence North eighty-two degrees East Three Hundred twenty-seven feet to center of an old White Oak stump; South fifty-four and one-half degrees East One Hundred seventy-six feet to steel stakes in an old wire fence; thence South twenty-five and three-fourths degrees East Two Hundred sixteen feet to steel pipe stake on southerly margin of a twelve foot alley; thence South sixty-nine degrees West Four Hundred ten and seventy-five hundredths feet to the place of beginning, containing 2.494 acres more or less.

It being the same property conveyed to the said Mortgagors by John W. Cecil, by deed dated the 10th day of May, 1954, and recorded in Liber 258, folio 595, one of the Land Records of Allegany County.

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 Mortgagors shall pay to the said Mortgagee the aforesaid sum of One Thousand (\$1000.00) 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 Mortgagors 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 Mortgagors 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, his 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 Allegheny County 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 a. 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

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 his 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 seals of said Mortgagor a.

Attest

George R. Hughes

Arlie Lease, Jr. (SEAL)  
ARLIE LEASE, JR.

Ethel E. Lease (SEAL)  
ETHEL E. LEASE

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 20th day of November, in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Arlie Lease, Jr. and Ethel E. Lease, 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

W. Wallace McKaig

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 last above written.



George R. Hughes, Jr.  
Notary Public

To Mrs. Caracaden City City

FILED AND RECORDED NOVEMBER 20<sup>th</sup> 1954 at 9:30 A.M.

This Mortgage, Made this 19<sup>th</sup> day of November in the year Nineteen Hundred and fifty-four, by and between

ALBERT WINDISH and CHRISTINE A. L. WINDISH, his wife

of Allegany County, in the State of Maryland

parties of the first part, and

CLARA STACEY, Widow,

of Allegany County, in the State of Maryland

party 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 Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) this day loaned the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the party of the second part on demand, together with interest thereon at the rate of five per cent per annum, which said interest shall be calculated and payable quarterly.

The parties of the first part hereby reserve the right to pay the balance due on said mortgage at anytime hereafter.

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

All that lot, piece or parcel of ground consisting of a farm containing 267.8 acres, more or less, situated in Election District No. 21 in Allegany County, Maryland, fronting on what is commonly known as the Union Grove Road which said farm is located approximately 5-1/2 miles northeast of Cumberland, and being the same property conveyed by Thomas Lohr Richards et al Trustees, to Albert E. Windish et ux by deed dated March 23, 1945, and recorded in Deeds Liber 203, folio 299 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, her executor, administrator or assigns, the aforesaid sum of

TWO THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$2,750.00) 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 part y\_\_\_\_\_ of the second part \_\_\_\_\_, her \_\_\_\_\_ 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 mortgagor s. \_\_\_\_\_ 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 her assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred Fifty 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 \_\_\_\_\_ her \_\_\_\_\_ heirs or assigns, to the extent of \_\_\_\_\_ her \_\_\_\_\_ 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 mortgagor s.

Witness:

Mr. Clarseden

Albert Windish [Seal]  
ALBERT WINDISH

Mr. Clarseden

Christine A. L. Windish [Seal]  
CHRISTINE A. L. WINDISH

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19<sup>th</sup> day of November 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 Albert Windish and Christine A. L. Windish, 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 \_\_\_\_\_

Clara Stacey, Widow, 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

Examined and Mailed Delivered

To *Mt. City*  
*Nov 13 1954*

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 9:20 A.M.

THIS MORTGAGE, Made this 19<sup>th</sup> day of November, in the year 1954, by and between JOSEPH KILE COWHERD and GRACE COWHERD, his wife, of Allegany County, in the State of Maryland, of the first part, and THE LIBERTY TRUST COMPANY, a corporation duly incorporated under the laws of Maryland, Cumberland, Maryland, Trustee for Bess R. Buchanan, of the second part, WITNESSETH:



WHEREAS, the said Joseph Kile Cowherd and Grace Cowherd, his wife, stand indebted unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, in the just and full sum of Nine Thousand Dollars, (\$9,000.00), as evidenced by their joint and several promissory note for said sum of money, bearing even date with these presents and payable to the order of The Liberty Trust Company, Trustee for Bess R. Buchanan, one year after date, with interest from date at the rate of four and one-half (4½) per centum per annum, payable quarterly as it accrues, at The Liberty Trust Company on March 31, June 30, September 30 and December 31.

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 parties of the first part do bargain, sell give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Northerly side of Washington Street, in the City of Cumberland, Allegany County, Maryland, known as Lot No. 40 in Tusculum Addition to Cumberland, and described as follows:

BEGINNING at the end of the first line of Lot No. 39, on Washington Street, in said Addition, and running thence with said street, South 46 degrees 30 minutes West 45 feet, then North 43 degrees 30 minutes West 130 feet to North Terrace, then with said Terrace, North 46 degrees 30 minutes East 45 feet, then South 43 degrees 30 minutes East 130 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Bessie H. Littlefield, widow, by deed dated October 17, 1925, and recorded in Liber 151, folio 713, 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 property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Nine Thousand (\$9,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, 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 and on the mortgage debt and interest hereby intended to be secured; all of 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 hereby intended to be 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, Trustee for Bess R. Buchanan, 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 (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, 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 and all premiums of insurance paid by the Mortgagee, including taxes, and a commission of eight percent (8%) 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 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 parties of the first part, their heirs and assigns.

AND the said parties of the first part further covenant and agree 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 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 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 hereto.

WITNESS the hands and seals of the said Mortgagors.

Joseph Kile Cowherd (SEAL)  
Joseph Kile Cowherd  
Grace Cowherd (SEAL)  
Grace Cowherd

WITNESS:

Thomas L. Keech

STATE OF MARYLAND :  
COUNTY OF ALLEGANY : TO WIT:

I HEREBY CERTIFY, That on this 19th day of November, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph Kile Cowherd and Grace Cowherd, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed; and also, personally appeared before me, Charles A. Piper, President of The Liberty Trust Company, Trustee for Bess R. Buchanan, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and correct as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above



Charles A. Piper  
Notary Public.

To *Mtge City*  
*Nov 13 1954*

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 2:30 P.M.

**This Mortgage,** Made this 19<sup>th</sup> day of November,

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

**RUSSELL R. CLITES and ZETTA MAE CLITES,**  
his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND,

a national banking corporation, having its principal place of

business in the City of Cumberland, in

Allegany County, in the State of Maryland,

part 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 FORTY EIGHT HUNDRED TWENTY DOLLARS (\$4,820.00) 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 FIFTY THREE DOLLARS and FIFTY-ONE CENTS (\$53.51) on account of interest and principal, beginning on the 19<sup>th</sup> day of December, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. 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, 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, 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 Dollars (\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, 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 of that lot or parcel of land lying North of the National Pike, west of Bilpintown, in Election District No. 3, of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at an iron stake driven by a post standing on the berm of the Baltimore Pike and distant 8.8 feet from post at the southeast corner of the James Grant Bible lot; thence with the lines of said lot as defined by a fence, by magnetic meridian as of May, 1948, and with Horizontal Measurements: (1) North 19 degrees 34 minutes East 210.2 feet to an iron stake by a post; (2) North 27 degrees 08 minutes East 422.8 feet to an iron stake by a pine tree, a

corner to lot recently conveyed to Paul Forsythe; thence with said lot, (3) North 34 degrees 39 minutes East 284.1 feet to an iron stake at the northeast corner of said lot; thence through the original lot, (4) South 63 degrees 08 minutes East 100 feet with a wire fence to an iron stake; thence leaving the fence, (5) South 28 degrees 58 minutes West 912.5 feet to an iron pin on the berm of the Baltimore Pike; thence with the northern limit of said Pike as defined by the berm; (6) North 60 degrees 12 minutes West 100 feet to the place of beginning, containing 2.56 acres, more or less.

IT BEING the same property conveyed by Richard A. Norris and Mary N. Norris, his wife, to Russell R. Clites and Zetta Mae Clites, his wife, by deed dated the 4th day of June, 1948 and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 221, folio 412.

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~~ the aforesaid sum of Forty Eight Hundred and Twenty Dollars (\$4,820.00)

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 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, or any installment hereunder,

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 Party of the second part, its successors and assigns,

~~their executors, administrators and assigns~~ or Matthew J. Mullaney, its ~~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 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 successors and  
assigns, the improvements on the hereby mortgaged land to the amount of at least  
Forty Eight Hundred Dollars (\$4,800.00) ~~XXXXXX~~  
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 ~~XXXX~~ or assigns, to the extent  
of its ~~XXXX~~ 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: to both  
R. Clites

Russell R. Clites [SEAL]  
Russell R. Clites [SEAL]

Zetta Mae Clites [SEAL]  
Zetta Mae Clites

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19 day of November,  
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

RUSSELL R. CLITES and ZETTA MAE CLITES, his wife,  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared A. 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; and he further made oath in  
due form of law that he is the President of said bank and is duly  
authorized to make this affidavit.



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

Elizabeth H. Bradford  
Notary Public.

My Commission expires May 2, 1955.

To *Mary City*  
*Nov 13* 19 *54*

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 3:30 P.M.

**This Mortgage,** Made this 22<sup>nd</sup> day of November  
in the year Nineteen Hundred and Fifty-four, by and between  
Edward King and Mary N. King, his wife,

of Allagany County, in the State of Maryland  
part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,  
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place  
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:



Whereas, the said Edward King and Mary N. King, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just  
and full sum of Five Thousand and no/100  
Dollars (\$ 5,000.00), to be paid with interest at the rate of six per cent (6%) per  
annum, to be computed monthly on unpaid balances, in payments of at least Forty and no/100  
Dollars (\$ 40.00) per month plus interest; the first of said monthly  
payments being due one month from the date of these presents and each and every month there-  
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure  
which said principal, together with the interest accruing thereon, these presents are made.

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 228 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 there-  
of, together with interest thereon, the said Edward King and Mary N. King, his  
wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-  
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-  
erty, to-wit:

**FIRST:** All that tract of land known as the "BROWNING FARM"  
containing 85 acres of land, more or less, and more particularly  
described as follows:

All that farm located on the Eastman Road about one and  
one-half miles northeast of the City of Cumberland, in District No.  
23, of Allegany County, Maryland, adjoining the farm formerly owned  
by William G. Wolf, and being the same property described in a deed  
dated the 31st day of March, 1936, from the Maryland-Virginia Joint  
Stock Land Bank of Baltimore, a body corporate, to Otis Wisman and  
Elizabeth Wisman, his wife, which deed is recorded among the Land  
Records of Allegany County, Maryland, in Liber No. 174, folio 41,  
excepting, however, from the above acreage or described land five  
acres, more or less, which is laid out for cemetery lots, it being  
the same acres, more or less, which was conveyed by Otis Wisman, et

ux, to Paul E. Douglass, et al, and being the same five acres, more or less which was re-conveyed to the said Otis Wisman and Elizabeth Wisman, his wife, by Thomas Lohr Richards, Trustee in No. 15,012 Equity, which deed is dated the 16th day of May, 1939, and recorded in Liber No. 183, folio 473, one of the Land Records of Allegany County, reference to which said deeds is hereby made.

It being the same property which was conveyed to the said Edward King by Otis Wisman and Elizabeth Wisman, his wife, by deed dated June 17, 1939, and recorded in Liber 183, folio 698, one of the Land Records of Allegany County, Maryland.

**SECOND:** All of the following described real estate situated on the Northwesterly side of the Eastman Road, being a part of what is known as the "Browning Farm" which is located about one and one-half miles Northeasterly of the City of Cumberland, in Allegany County, State of Maryland, and which said parcel of land is particularly described as follows, to wit:

**BEGINNING** for the same at a stake standing North 46 degrees East 2 feet from the center of a large oak tree standing in the corner of the fence, and on the Northwesterly side of the Eastman Road, and running thence with the approximate right-of-way of said Road, the following courses, magnetic lines as of May, 1938, and with horizontal measurements, North 45 degrees 58 minutes East 441.65 feet to a stake, thence North 50 degrees 8 minutes East 305.12 feet to a stake, thence North 62 degrees 45 minutes East 149.9 feet to a stake, thence North 12 degrees 4 minutes East 163 feet to a stake, thence North 40 degrees 27 minutes East 90.4 feet to a stake, thence North 59 degrees 4 minutes East 142.65 feet to a stake, thence North 2 degrees 14 minutes East 38 feet to a stake, thence North 66 degrees 45 minutes West 251.5 feet to a stake, thence South 34 degrees 40 minutes West 60 feet to a stake, thence South 25 degrees 41 minutes West 259.45 feet to a stake, thence South 54 degrees 48 minutes West 298.2 feet to a stake, thence South 39 degrees 49 minutes West 205.3 feet to a stake, thence South 25 degrees 2 minutes West 414.5 feet to a stake, thence South 66 degrees 31 minutes East 34.25 feet to the beginning. Containing five acres more or less.

It being the same property which was conveyed to the said Edward King by Otis Wisman and Elizabeth Wisman, his wife, by deed dated June 16, 1939, and recorded in Liber 183, folio 699, one of the Land Records of Allegany County, Maryland.

**EXCEPTING, HOWEVER,** from the operation of this mortgage those parts of the above described properties which were previously conveyed out of the same by deeds dated and recorded among the Land Records of Allegany County, Maryland, as follows:

- (1) Deed from Edward King, et ux, to Yonah W. King, dated December 13, 1940, and recorded in Liber 188, folio 561.
- (2) Deed from Edward King, et ux, to Charles L. Granigan, et ux, dated August 5, 1942, and recorded in Liber 194, folio 80.
- (3) Deed from Edward King, et ux, to Raymond Donahoe dated January 2nd, 1945, and recorded in Liber 202, folio 603.
- (4) Deed from Edward King, et ux, to William H. Leasure, et ux, dated January 2, 1945, and recorded in Liber 203, folio 672.
- (5) Deed from Edward King, et ux, to Albert A. Broadwater, dated May 1, 1948, and recorded in Liber 220, folio 268.
- (6) Deed from Edward King, et ux, to Egbert E. Duvall, dated November 19, 1948, and recorded in Liber 224, folio 450.

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 Edward King and Mary N. King, 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 Five Thousand ----- Dollars  
 (\$ 5,000.00 ) 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

Edward King and Mary N. King, 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 Edward King and Mary N. King,

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

Gorman E. Getty

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 Edward King and

Mary N. King, 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 Edward King and Mary N. King, 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

Five Thousand----- 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 hands and seals of said mortgagor s

Attest

*Evelyn A. O'Donnell*

*Edward King* [Seal]  
Edward King

*Evelyn A. O'Donnell*

*Mary N. King* [Seal]  
Mary N. King

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 22<sup>nd</sup> day of November

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

Edward King and Mary N. King, his wife,

and they 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 Cumberland, 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 Cumberland, Maryland and duly authorized to make this affidavit.

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



*Evelyn A. O'Donnell*  
Notary Public

Compared and Mailed  
 To Mortgage 105  
 11/22/54

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 3:50 P.M.

**This Mortgage.** Made this 22<sup>nd</sup> day of November  
 in the year Nineteen Hundred and Fifty-four, by and between

William H. Buchholtz and Helen M. Buchholtz, his wife,

of Allegany County, in the State of Maryland  
 part 122 of the first part, and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

of Allegany County, in the State of Maryland  
 part 122 of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$7500.00 to be repaid with interest at the rate of 6% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$60.00 per month on the principal and the interest accruing thereon, the first monthly payment of principal and interest 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 applied first to the accrued interest and the balance unto the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

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

William H. Buchholtz and Helen M. Buchholtz, his wife,

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

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, their

as tenants by the entireties heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of Fayette Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Fayette Street distant 92 feet measured in a westerly direction along the northerly side of said Fayette Street from its intersection with the westerly side of Wilmont Avenue, and running then with the northerly side of said Fayette Street as now located, South 50 degrees 12 minutes West 86 feet; then by a line parallel to the westerly side of said Wilmont Avenue, North 42 degrees 7 minutes West 100 feet; then parallel to said northerly side of Fayette Street, as now located,

North 50 degrees 12 minutes East 86 feet to intersect a line drawn North 42 degrees 7 minutes West from the place of beginning; and then reversing said intersecting line, South 42 degrees 7 minutes East 100 feet to the place of beginning. Bearings refer to the True Meridian.

Being the same property which was conveyed unto the parties of the first part by two deeds, the first from Alice I. Dunlap dated June 27, 1946, recorded in Liber No. 209, folio 642 Allegany County Land Records, and the second from James A. Perrin et ux dated July 27, 1950, and recorded in Liber No. 230, folio 236 Allegany County Land Records.

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 William H. Buchholtz and Helen M. Buchholtz, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, their executors, administrators or assigns, the aforesaid sum of \_\_\_\_\_

Seventy-five Hundred & 00/100 - - - - (\$7500.00) - - - - -

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 \_\_\_\_\_

William H. Buchholtz and Helen M. Buchholtz, 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 William H. Buchholtz and

Helen M. Buchholtz, 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 Delbert R.

Kitzmiller and Ollie M. Kitzmiller, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagmaier 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 William H. Buchholtz and Helen M. Buchholtz, 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 and their representatives, heirs or assigns.

And the said William H. Buchholtz and Helen M. Buchholtz, 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 and their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventy-five Hundred & 00/100 - - - - (\$7500.00) - - - - - Dollars,



Compared and Mailed Delivered  
To Mortgage Lending Co.  
Nov 18 1954

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 4:00 P.M.

**This Mortgage,** Made this 18<sup>th</sup> day of November, 1954,

by and between **GEORGE T. KOMATZ and MARGARET R. KOMATZ, his wife,**

of **Allegany** County, Maryland, parties of the first part, herein after called the "Mortgagor," and **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 second part, hereinafter called the "Mortgagee."



**Whereas,** the Mortgagor, being a member of said Society, has received therefrom a loan of **- - FOURTEEN HUNDRED and 00/100 - - - - DOLLARS (\$ 1400.00 )** being the balance of the purchase money for the property hereinafter described

on his **- Ten and 10/13th - - - - - ( 10-10/13 ) SHARES** of its stock.

**And Whereas,** the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of **- - - - Thirteen and 66/100 - - - - -**  
**- - - - - DOLLARS (\$ 13.66 ),** on or before the 18<sup>th</sup> 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; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

**And Whereas,** it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

**Now Therefore, THIS MORTGAGE WITNESSETH,** that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

All that piece or parcel of land situated in or near the Village of Eckhart in Election District No. 24 in Allegany County, Maryland, which was conveyed by Anton Komatz et ux to George T. Komatz, et ux, by deed dated April 25, 1953, and recorded in Deeds Liber 249, folio 293 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 thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

**To Have and to Hold** the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

**Provided,** that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

**And** the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its

successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

( \$ ) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said 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, and if said property be not sold, it 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; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same

shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**Witness**, the signature and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

*Fred W. Boettner*

*George T. Komatz* (SEAL)  
GEORGE T. KOMATZ

*Margaret R. Komatz* (SEAL)  
MARGARET R. KOMATZ

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

**I hereby certify**, That on this 18<sup>th</sup> day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George T. Komatz and Margaret R. Komatz, his wife.

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

*Anna Jean Schuchman*  
Notary Public



Compared and Mailed [unclear]  
To the [unclear] [unclear]

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 12:25 P.M.

purchase money

**This Mortgage**, Made this 19<sup>th</sup> day of NOVEMBER, in the

year Nineteen Hundred and fifty-four by and between

Charles I. Roby, Jr., and Aurora B. Roby, his wife, and Herbert M. Erichsen and Laura Blanch Erichsen, 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-five Hundred & 00/100 - - - - (\$6500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Fifty-four & 86/100 - - - (\$54.86) - - - - - 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:

Parcel No. 1:

All those two lots or parcels of ground situated on the south side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 294 and 295 on the plat of the Humbird Land and Improvement Company, a plat of which said addition is recorded in Liber 1, folio 8 among the Plat Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning on the south side of Humbird Street at the end of the first line of Lot No. 293, on said plat, and running then with said Humbird Street, South 53½ degrees East 60 feet to the west side of an alley, then with said alley South 36½ degrees West 125 feet to the north side of an alley, then with it, North 53½ degrees West 60 feet to the end of the second line of said Lot No. 293, and with it reversed, North 36½ degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the said Charles I. Roby, Jr., and Aurora B. Roby, his wife, by deed of Harold E. Meyers and Helen M. Meyers, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Parcel No. 2:

All those lots, pieces or parcels of ground lying and being on the southerly side of Potomac Street known and designated as Lots Nos. 576, 577 and part of Lot No. 578 in Humbird Land and Improvement Company's Addition to Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 8 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of Potomac Street at the end of the first line of Lot No. 575 in said addition and running then with said street South 53½ degrees East 90 feet to the division line between Lots Nos. 578 and 579 in said addition, then with part of said dividing line South 36½ degrees West 120 feet, then North 53½ degrees West 15 feet, then South 36½ degrees West 30 feet to the northerly side of a 16

foot alley, then with said alley North  $53\frac{1}{2}$  degrees West 75 feet to the end of the second line of said Lot No. 575, and then with said second line reversed North  $36\frac{1}{2}$  degrees East 150 feet to the place of beginning.

Being the same property which was conveyed unto Herbert M. Erichsen et ux, by two deeds, the first from John W. Boone dated May 16, 1946, recorded in Liber 209, folio 483 Allegany County Land Records, and the second from Homer V. Boone et ux, dated May 23, 1946, recorded in Liber 209, folio 484 Allegany County Land Records.

"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-five Hundred & 00/100 - - (\$6500.00) - - - - - 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 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. Hanna*

*Charles I. Roby, Jr.* [SEAL]  
Charles I. Roby, Jr.

*Aurora B. Roby* [SEAL]  
Aurora B. Roby

*Herbert M. Erichsen* [SEAL]  
Herbert M. Erichsen

*Laura Blanch Erichsen* [SEAL]  
Laura Blanch Erichsen

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of NOVEMBER

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 I. Roby, Jr., and Aurora B. Roby, his wife, and Herbert M. Erichsen and Laura Blanch Erichsen, 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.



my hand and Notarial Seal the day and year aforesaid.

*George L. Hanna*  
Notary Public.

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 3:20 P.M.FHA Form No. 2127-B  
(Revised January 1963)**MORTGAGE**THIS MORTGAGE, Made this 22<sup>nd</sup> day of November, A. D. 1954, by and between

ARCHIE W. ALT and RUTH E. ALT, his wife,

of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and  
THE LIBERTY TRUST COMPANY, CUMBERLAND, MARYLAND

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,\* is justly indebted to the Mortgagee for borrowed money in the principal sum of Seventy-four Hundred Dollars (\$ 7,400.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (  $4\frac{1}{2}\%$  ) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, Cumberland, Maryland, in Cumberland Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-six and  $\frac{84}{100}$  Dollars (\$ 46.84 ), commencing on the first day of January, 19 55, and on the first 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 first day of December, 19 74. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Allegany County, in the State of Maryland aforesaid, and described as follows, that is to say:

First: All that lot or parcel of ground situated on the easterly side of the Bedford Road, about 1-1/2 miles from the corporate limits of the City of Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows:

BEGINNING for the same at a stake on the easterly side of the Bedford Road, which stake is situated North 13 degrees 41 minutes East 200.9 feet from a planted stone situated at the intersection of the easterly side of said Bedford Road with the northerly side of the Union Grove Road, and running thence along the easterly side of said Bedford Road, North 13 degrees 41 minutes East 49.7 feet to a post, thence leaving said Road, South 74 degrees 11 minutes East 156.9 feet to a post, thence South 17 degrees 00 minutes West 45 feet to a stake, thence North 75 degrees 56 minutes West 154.2 feet to the place of beginning.

Second: All that lot or parcel of ground situated on the easterly side of the Bedford Road about one and one-half miles from the corporate limits of the City of Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of the first parcel of the property conveyed by George R. Hughes, Trustee, to Ernest C. Porter and Mary C. Porter which deed is dated June 21, 1950, and recorded in Deeds Liber 229, folio 534, among the Land Records of Allegany County, Maryland, and running thence with the easterly side of said Bedford Road North 13 degrees 41 minutes East 25 feet; thence leaving said Road South 69 degrees 12 minutes East 160.8 feet; thence South 17 degrees West 12½ feet to the corner fence post at the end of the second line in the aforementioned Hughes-Porter deed; thence with said second line reversed, North 74 degrees 11 minutes West 156.9 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Mary C. Shaffer and Kenneth L. Shaffer, her husband, by deed dated the 22 day of November, 1954, and duly recorded simultaneously with this mortgage among the Land Records of Allegany County,

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.

\*Delete italicized words if Mortgagee is not a Building and Loan Association.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ( $\frac{1}{12}$ ) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (ii) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (iii) interest on the mortgage debt secured hereby; and
- (iv) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be

required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or George R. Hughes, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ~~-----~~ <sup>350.00</sup> ~~-----~~ Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Thomas L. Keech

Thomas L. Keech

Archie W. Alt [SEAL]  
Archie W. Alt

Ruth E. Alt [SEAL]  
Ruth E. Alt

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY to wit:

I HEREBY CERTIFY, That on this 22<sup>ND</sup> day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Archie W. Alt and Ruth E. Alt, his wife, the above-named Mortgagors, and each acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



James M. Losley  
Notary Public.

Mortgage No. 3 Bedford  
Dec 15 1954

FILED AND RECORDED NOVEMBER 22<sup>nd</sup> 1954 at 4:00 P.M.

**PURCHASE MONEY**  
**This Mortgage,** Made this 18<sup>th</sup> day of November

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

JOHN W. REED and BERNADINE B. REED, his wife

of Allegany County, in the State of Maryland

parties of the first part, and PAULINE E. VALENTINE, WIDOW

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

**Whereas,** the parties of the first part stand indebted unto the party of the second part in the full and just sum of TWENTY-ONE HUNDRED DOLLARS (\$2,100.00), this day loaned to the aforesaid parties of the first part by the party of the second part and which is to be repaid with interest at the rate of five per cent (5%) per annum, in payments not less than TWENTY FIVE DOLLARS (\$25.00) per month, said payments to be applied first to interest and the balance to principal and said interest being computed semi-annually on the unpaid balance, the first payment to be due on December 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 PAULINE E. VALENTINE, her

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

All those lots, pieces or parcels of ground situated near the Valley Road about  $\frac{1}{2}$  mile Northeastly from the City of Cumberland in Allegany County, Maryland, and being known as Lots 36, 37 and 38 and parts of Lots 39 and 40 of Section C as shown on the amended Plat No. 2 of Bowman's Cumberland Valley Addition, which plat is duly recorded among the Land Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows:

**BEGINNING** for the same at a point on the Westerly side of

Ore Street at a stake standing at the end of a line drawn South 34 degrees .01 minutes East 10 feet from a point where the division line between Lot 39 and Lot 40 intersects said Ore Street and running thence with said side of said Ore Street South 34 degrees 10 minutes East 50 feet; thence continuing with said Ore Street South 27 degrees East 30 feet to the northerly side of Hamilton Street; thence with said side of said Hamilton Street South 60 degrees 40 minutes West 113 feet to the easterly side of a 15 foot alley; thence with said side of said alley North 64 degrees 1 minute West 113.5 feet to the corner of lot no. 40; thence with a line crossing Lot 40 and Lot 39, North 65 degrees East 152 feet to the place of beginning.

IT BEING the same property which was conveyed to the said John W. Reed and Bernadine B. Reed, his wife, by Pauline E. Valentine, widow, by deed of even date herewith and to be recorded upon the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described 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 parties of the first part, their \_\_\_\_\_ heirs, executors, administrators or assigns, do and shall pay to the said Pauline E. Valentine, her \_\_\_\_\_ executor, administrator or assigns, the aforesaid sum of TWENTY-ONE THOUSAND DOLLARS (\$2,100.00)

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 \_\_\_\_\_ 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 \_\_\_\_\_

Pauline E. Valentine, her \_\_\_\_\_

heirs, executors, administrators and assigns, or Thomas B. Finan 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 mortgagor 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 her

assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Dollars (\$2,000.00) 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, her heirs or assigns, to the extent of \$2,000.00 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 premlums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor:

Attest  
John E. Humphrey  
John E. Humphrey

John W. Reed [Seal]  
John W. Reed  
Bernadine B. Reed [Seal]  
Bernadine B. Reed

State of Maryland,  
Allegany County, to-wit:

I hereby certify. That on this 18<sup>th</sup> day of November, 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 John W. Reed and Bernadine B. Reed, his wife.

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Rauline E. Valentine, widow,

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.

John E. Humphrey  
Notary Public

Compared and Mailed, Delivered to  
 Second National Bank  
 To Interspersed in City  
 Nov 13 1954

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 10:55 A.M.

PURCHASE

**This Mortgage,** Made this 12<sup>nd</sup> day of November  
 in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

CHARLES H. JEWELL and MILLIE L. JEWELL, his wife

of Allegany County, in the State of Maryland  
 parties of the first part, and CHARLES S. HANSEL

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

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of SIX THOUSAND (\$6,000.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness to be amortized over a ten year period by the payment of at least SEVENTY (\$70.00) 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 which said principal together with the interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness on any part thereof in amounts of not less than 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 \_\_\_\_\_

CHARLES H. JEWELL and MILLIE L. JEWELL, his wife

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

CHARLES S. HANSEL, his heirs

and assigns, the following property, to-wit: All those parts of lots or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as parts of Lots Nos. 170 and 171 on a plat of Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, which said Addition is near the Celanese plant, at Cresaptown, said parts of said lots being more particularly described in one parcel as follows, to-wit:

BEGINNING for the same on the southeasterly side of McKay Place, at the end of the first line of Lot No. 169 of said Addition and running thence with McKay Place, North fifty-nine degrees East eighty feet to the division line between Lots Nos. 171 and 172, thence with the division line South thirty-one degrees East eighty feet to a stake, thence running across said Lots Nos. 170 and 171, South fifty-nine degrees West eighty feet to a point on the second line of Lot No. 169, thence reversing a part of said second line North thirty-one degrees West eighty feet to the place of beginning.

Including and conveying all those rights of ways and easements as set forth in various agreements and deeds by and between William R. Carscaden, et al., Trustees and Charles S. Hansel, and the Frostburg National Bank and Charles S. Hansel and particularly the deed recorded in Liber 228, folio 25, one of the Land Records of Allegany County, Maryland.

BEING the same lots or parcels of ground conveyed by the party of the second part unto the parties of the first part by deed dated November 12th, 1954 and to be recorded in and among the Land Records of Allegany County, Maryland.

TWO: All those pieces or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as part of Lots Nos. 170 and 171 on a plat of Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, and which said parts of lots are more particularly described in one parcel as follows:

BEGINNING for the same at a point standing on the northerly side of a 10 foot alley at the place where the division line between Lots Nos. 171 and 172, Cresap Park Addition, intersects the same, and running thence with said side of said alley South 59 degrees West 80 feet to the division line between Lots 169 and 170 of said Addition; thence with a portion of said division line North 31 degrees West 95 feet to the end of the third line in a deed from W. Earle Cobe, Assignee of Mortgage, to the Frostburg National Bank, dated March 21, 1949, and recorded in Deeds Liber 224, folio 435, among the Land Records of Allegany County, Maryland; thence reversing the third line as set forth in the aforementioned deed, North 59 degrees East 80 feet to a point on the division line between said Lots Nos. 171 and 172; thence with said division line South thirty-one degrees East 95 feet to the place of beginning.

TOGETHER with right of way 12 feet wide immediately adjacent to the division line between Lots 171 and 172 of said Addition and extending from McKay Place to the northerly line of the aforesaid piece or parcel of ground, said right of way being for the joint use of the owners of the property hereinbefore mentioned and described, their heirs and assigns, and the owners, their heirs and assigns of property lying immediately North of property hereinbefore described, as a means of ingress and egress to and from both properties.

BEING the same lots or parcels of ground conveyed by the said party of the second part unto the said parties of the first part by deed of even date herewith and to be recorded simultaneously herewith 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 Charles H. Jewell and Millie L. Jewell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Charles S. Hansel, his heirs, executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

SIX THOUSAND (\$6,000.00) 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 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 Charles H. Jewell and Millie L. Jewell, 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, 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 \_\_\_\_\_

Charles S. Hansel, his

heirs, executors, administrators 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 Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L. Jewell, 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 heirs or 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 inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~that~~ 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:

<u>Peter J. Carpentieri</u> <i>as to both</i>	<u>Charles H. Jewell</u> Charles H. Jewell [SEAL]
	<u>Millie L. Jewell</u> Millie L. Jewell [SEAL]

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

I hereby certify, That on this 22nd day of November 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 H. JEWELL and MILLIE L. JEWELL, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared CHARLES S. HANSEL 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 S Hansel  
Notary Public.



CUMBERLAND, MARYLAND  
November 22, 1954

FOR VALUE RECEIVED, I, Charles S. Hensel, hereby assign the within mortgage to The Second National Bank of Cumberland, Maryland.

IN WITNESS WHEREOF, I have placed my hand and seal on this 22nd day of November, 1954.

WITNESS

*Ray J. Carpenter*

*Charles S. Hensel* (SEAL)  
Charles S. Hensel

NOV 23 1954

*Assignment Recorded  
with mortgage  
Nov. 23, 1954  
Joseph L. Borden  
Clerk.*

Examined and Made Attorney

*To Mortgagee Blaine H. De  
Nov 23 1954*

FILED AND RECORDED NOVEMBER 23 1954 at 11:00 A.M.

PURCHASE

**This Mortgage**, Made this 22nd day of November

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

CHARLES H. JEWELL and MILLIE L. JEWELL, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Charles Totado

of Mineral County, in the State of West Virginia

party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of TWO THOUSAND (\$2,000.00) DOLLARS with interest at Six (6%) per cent per annum payable quarterly, said indebtedness to be amortized in the following manner: ONE THOUSAND (\$1,000.00) DOLLARS to be paid within the first eighteen months from the date hereof; and the second THOUSAND (\$1,000.00) DOLLARS to be paid within the next succeeding twelve month period, thus making a total of thirty (30) months in which said indebtedness is to be discharged, to secure which said indebtedness these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts of not less than ONE HUNDRED DOLLARS.

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 \_\_\_\_\_

CHARLES H. JEWELL and MILLIE L. JEWELL, his wife  
do hereby give, grant, bargain and sell, convey, release and confirm unto the said \_\_\_\_\_

CHARLES TOTEDO, his heirs and assigns, the following property, to-wit: ONE : All those parts of lots or parcels of ground lying and being in Allegany County, Maryland, Known and distinguished as parts of Lots Nos. 170 and 171 on a plat of The Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, which said Addition is near the Calanese plant, at Cresaptown, said parts of said lots being more particularly described in one parcel as follows, to-wit:

BEGINNING for the same on the southeasterly side of McKay Place, at the end of the first line of Lot No. 169 of said Addition, and running thence with McKay Place, North fifty-nine degrees East eighty feet to the division line between Lots Nos. 171 and 172, thence with the division line South thirty-one degrees East eighty feet to a stake, thence running across said Lots Nos. 170 and 171, South fifty-nine degrees West eighty feet to a point on the second line of Lot No. 169, thence reversing a part of said second line North thirty-one degrees West eighty feet to the place of beginning.

Including and conveying all those rights of ways and easements as set forth in various agreements and deed by and between William R. Carscaden, et al., Trustees, and Charles S. Hansel, and the Frostburg National Bank and Charles S. Hansel, and more particularly the deed recorded in Liber 228, folio 25, one of the Land Records of Allegany County, Maryland.

BEING the same lots or parcels of ground conveyed unto the parties of the first part by Charles S. Hansel by deed dated November 12, 1954 and recorded among the Land Records of Allegany County, Maryland.

TWO : All those pieces or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as part of Lots Nos. 170 and 171 on a plat of Cresap Park Addition, which plat is recorded in Plat Case Box 91, among the Land Records of Allegany County, Maryland, and which said parts of lots are more particularly described in one parcel as follows:

BEGINNING for the same at a point standing on the northerly side of a 10 foot alley at the place where the division line between Lots Nos. 171 and 172, Cresap Park Addition, intersects the same, and running thence with said side of said alley South 59 degrees West 80 feet to the division line between Lots 169 and 170 of said Addition; thence with a portion of said division line North 31 degrees West 95 feet to the end of the third line in a deed from W. Earle Cobey, Assignee of Mortgage, to the Frostburg National Bank, dated March 21, 1949, and recorded in Deeds Liber 224, folio 435, among the Land Records of Allegany County, Maryland; thence reversing the third line as set forth in the aforementioned deed, North 59 degrees East 80 feet to a point on the division line between said Lots Nos. 171 and 172; thence with said division line South 31 degrees East 95 feet to the place of beginning.

TOGETHER WITH THE right of way 12 feet wide immediately adjacent to the division line between Lots 171 and 172 of said Addition and extending from McKay Place to the northerly line of the aforesaid piece or parcel of ground, said right of way being for the joint use of the owners of the property hereinbefore mentioned and described, their heirs and assigns, and the owners, their heirs and assigns of property lying immediately North of property hereinbefore described, as a means of ingress and egress to and from both properties.

BEING the same lots or parcels of ground conveyed to the said parties of the first part by Charles S. Hansel by deed of even herewith and to be recorded of even date herewith 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 Charles H. Jewell and Millie L. Jewell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said \_\_\_\_\_

Charles Totedo, his heirs,

executor, administrator or assigns, the aforesaid sum of \_\_\_\_\_

TWO THOUSAND (\$2,000.00) 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 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L.

Jewell, 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 \_\_\_\_\_

Charles Totedo, his

heirs, executors, administrators and assigns, or Peter J. Carpent 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 \_\_\_\_\_

Charles H. Jewell and Millie L. Jewell, 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 Charles H. Jewell and Millie L. Jewell, 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 heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

TWO THOUSAND (\$2,000.00)-----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, his heirs or assigns, to the extent of his ~~max~~ 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:  
Peter J. Carpent  
Not Public

Charles H. Jewell [SEAL]  
Charles H. Jewell [SEAL]

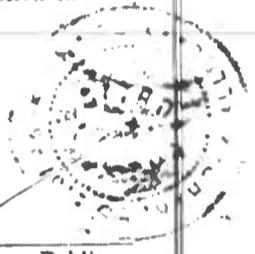
Millie L. Jewell [SEAL]  
Millie L. Jewell [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 22nd day of November  
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 H. Jewell and Millie L. Jewell, his wife  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared  
Charles Notedo  
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.

Chas E Stan  
Notary Public.



*Compared and United...  
in the presence of...  
Nov 13 1954*

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 12:05 P.M.

**This Mortgage,** Made this 22nd day of NOVEMBER, in the  
year Nineteen Hundred and fifty -four by and between  
Maggie M. Orndorff, widow,

\_\_\_\_\_ of Allegany County, in the State of Maryland, party \_\_\_\_\_ 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  
Five Hundred Forty & 00/100 - - - - (\$540.00) - - - - - Dollars,  
which said sum the mortgagors agrees 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 Ten & 32/100 - - - - (\$10.32) - - - - - 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 those certain two lots of ground situated in or near the City of Cumberland, in Allegany County, and designated on the plat of the Humbird Land and Improvement Company as Lots Nos. 232 and 233, according to a plat duly recorded in Liber T.I. No. 73, of the Land Records of Allegany County, and which said lots are more particularly described as follows, to-wit:

Lot No. 232: Beginning on the north side of Humbird Street at the intersection thereof with the east side of an alley, and running then with said street South 53½ degrees East 30 feet, then North 36½ degrees, East 125 feet to an alley, and with it North 53½ degrees West 20 feet to the alley first above mentioned, and with it South 36½ degrees West 125 feet to the beginning.

Lot No. 233: Beginning on the north side of Humbird Street, at the end of the first line of Lot No. 232 and running then with said street, South 53½ degrees East 30 feet then North 36½ degrees East 125 feet to an alley, and with it, North 53½ degrees West 20 feet to the end of the second line of Lot No. 232, and with it reversed South 36½ degrees West 125 feet to the beginning.

Being the same property which was conveyed unto Claude W. Orndorff and Maggie M. Orndorff, his wife, by deed of Mary S. Adams and Edgar J. Adams, her husband, dated the 1st day of March, 1920 and recorded in Liber No. 132, folio 231 Allegany County Land Records, the said Claude W. Orndorff having heretofore departed this life intestate leaving the said Maggie M. Orndorff as sole owner by operation of law.

"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 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 she 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 mortgagor her 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 her 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 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 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 covenants 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 Five Hundred Forty & 00/100 - - - (\$540.00) - - - 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 instalments, 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



which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5<sup>1</sup>/<sub>2</sub> per cent. per annum, in the manner following:

By the payment of Thirty-one & 48/100 - - - - (\$31.48) - - - - 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.

**How 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 Sleatown near the Village of Mt. Savage, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at the end of the second line of that tract of land which was conveyed unto James H. Winebrenner by the New York Mining Company by deed dated September 15, 1896, which is recorded in Liber 90, folio 283, one of the Land Records of Allegany County, Maryland, and running then with the third line of said deed North 45 degrees 30 minutes East 100 feet to the southerly side of a right of way, then with part of the fourth line of said deed and said right of way South 82 degrees East 348.75 feet to a stone at the end of the third line of Sarah Crawford's lot, then South 29 degrees West 162 feet to a stone, then North 59 degrees 30 minutes West 137 feet, then South 8 degrees 15 minutes West 195 feet to a point on the first line of said Winebrenner deed, then with part of said first line North 81 degrees 42 minutes West 258.5 feet to the end of said first line, and then with the second line of said deed North 16 degrees 18 minutes East 223 feet to the place of beginning.

Including a right of way in common with others for the purpose of ingress, egress and regress, to-wit:

Beginning for the same at a stake where the fourth line of the aforesaid Winebrenner deed intersects the westerly side of the County Road, said point being 30 feet from the end thereof, and running then with part of said fourth line reversed North 82 degrees West 611.5 feet to the beginning of said line, then North 8 degrees East 10 feet to a stake, then South 82 degrees East 617.5 feet to a stake on the edge of the westerly side of the County Road, and then with said road South 28 degrees West 10.6 feet to the place of beginning.

Also, all that right of way leading to the County Road in common with others for the purposes of ingress, egress and regress acquired by the parties of the first part by prescription and known and designated as Area D in the opinion of the Court of Appeals of Maryland and on the plat incorporated therein as reported in 197 Md. 572, 80 A (2d) 262, and 200 Md. 622, A (2d) 922.

Being all of the property which was conveyed unto the parties of the first part by deed of William Stewart, Trustee, dated November 21, 1947, which

is recorded in Liber No. 219, folio 472, one of the Land Records of Allegany County, Maryland, and as acquired by prescription aforesaid.

"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 Twenty-nine Hundred & 00/100 - - - (\$2900.00) - - - 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 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:

*George W. Legge* [SEAL]  
*James E. Campbell* [SEAL]  
*Clara H. Campbell* [SEAL]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 20th day of November

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

Clara H. Campbell, one of the

~~the~~ said mortgagors herein and she 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 W. Legge*  
 Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 20th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared James E. Campbell, one of the said mortgagors herein and he acknowledged the foregoing mortgage to be his act and deed.



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

*George W. Legge*  
 Notary Public

*2700*

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 1:30 P.M.

**This Mortgage,** Made this 30th day of April

in the year Nineteen Hundred and Fifty-four, by and between  
George O. Himmelwright and Naomi L. Himmelwright, his wife,

of Baltimore City ~~County~~, in the State of Maryland

parties of the first part, and  
Charles A. Keech and Robert P. Keech and Mary A. Keech, or the  
survivors or survivor,

of Allegany County, in the State of Maryland

parties 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 Six Hundred Sixty-three and 86/100 Dollars  
and which said sum shall bear interest at the rate of two per cent  
per annum and which said principal sum and interest shall be repaid  
in equal monthly installments of Two Hundred Dollars each, the first  
of which said installments shall become due and payable on the first  
day of January, 1955, and monthly thereafter on the first day of  
each succeeding month until fully paid, and out of said monthly  
payments first shall be computed and deducted the said interest on  
said principal sum and any balance thereof, and the balance of said  
payment to be applied to the reduction thereof; with the right re-  
served 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 George O. Himmelwright and Naomi L.  
Himmelwright, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said  
Charles A. Keech, Robert P. Keech, and Mary A. Keech, their

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

ALL that lot or parcel of ground situate in Election District  
No. 4 in Allegany County, Maryland, and known as "Lot No. 9" of  
Hobrock's Addition to Cumberland, Maryland, and being situate on  
the westerly side of Virginia Avenue in the City of Cumberland,  
Allegany County, Maryland, and more particularly described as  
follows, to-wit:

BEGINNING at an iron pin on the westerly side of Virginia  
Avenue, said iron pin being distant North 14 degrees 10 minutes  
East 52.75 feet from the curb line intersection of the westerly side  
of Virginia Avenue and the northerly side of Second Street, said  
iron pin being on the division line of the property herein described  
and the property of William M. Dailey; thence running westwardly  
along said land of William M. Dailey, North 75 degrees 50 minutes



west for a distance of 139 feet to the easterly side of a public alley; thence along said side of said alley, North 14 degrees 10 minutes East a distance of 48 feet to a stake; thence leaving said alley and running South 75 degrees 50 minutes East for a distance of 139 feet to a point on the westerly side of Virginia Avenue; thence along the westerly side of Virginia Avenue, South 14 degrees 10 minutes West a distance of 48 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Charles Freeman Owens, single, and the said George O. Himmelwright and Naomi L. Himmelwright, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage; a specific reference to this 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 George O. Himmelwright and Naomi L. Himmelwright, his wife, <sup>their</sup> heirs, executors, administrators or assigns, do and shall pay to the said Charles A. Keech, Robert P. Keech, and Mary A. Keech, their executors, administrators or assigns, the aforesaid sum of \_\_\_\_\_

- Two Thousand Six Hundred Sixty-three and 86/100 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 \_\_\_\_\_

George O. Himmelwright and Naomi L. Himmelwright, 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 \_\_\_\_\_

George O. Himmelwright and Naomi L. Himmelwright, 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 \_\_\_\_\_

Charles A. Keech, Robert P. Keech, and Mary A. Keech, 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 ~~any~~ <sup>any</sup> 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 George O. Himmelwright and Naomi L. Himmelwright, 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 George O. Himmelwright and Naomi L. Himmelwright, 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 - Two Thousand Six Hundred Sixty-three and 86/100 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 their heirs or assigns, to the extent of ~~ZXZXZXZXZXZXZXZXZXZXZXZX~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, 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:

Marie Crenshaw George O. Himmelwright [SEAL]  
John H. ... Naomi L. Himmelwright [SEAL]  
George O. Himmelwright  
Naomi L. Himmelwright

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 30<sup>th</sup> day of April in the year nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said city County, personally appeared George O. Himmelwright and Naomi L. Himmelwright, 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 Charles A. Keech, Robert P. Keech, and Mary A. Keech the ~~written named mortgagees~~ and made oath in due form of law, that the consideration in said ~~my foregoing mortgage and bona fide as therein set forth.~~



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

Marie Crenshaw  
Notary Public.

Compared and Mailed  
To Carl E. Manges City City  
Dec 13 1954

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 1:30 P.M.

**This Mortgage,** Made this 20<sup>th</sup> day of November

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

M. Thomas Mann, Jr., and Betty Jean Mann, his wife,

of Allegany County, in the State of Maryland

part 1<sup>st</sup> of the first part, and

Hancock Bank of Hancock, Maryland, a corporation duly incorporated under the laws of the State of Maryland, having its principal place of business in Hancock, Washington County, Maryland,

of Washington County, in the State of Maryland

part 2<sup>nd</sup> 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, and which said principal sum and any balance thereof shall bear interest at the rate of 5% per annum, and which said principal sum and interest shall be repaid in equal monthly installments of \$42.45, the first of which said installments shall be due one month from the date hereof and monthly thereafter on the same day of each succeeding month until fully paid; and out of said monthly installment, as aforesaid, first shall be computed and deducted the interest, and the balance of said payment to 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 thereof, together with the interest thereon, the said

M. Thomas Mann, Jr., and Betty Mean Mann, his wife,

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

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

ALL those two lots or parcels of land lying and being along the eastern side of the Mann Road in Election District No. 1 of Allegany County, Maryland, and which said parcels of land are more particularly described as follows, to-wit:

BEGINNING for said parcels of land at a stake driven where a pine formerly stood at the junction of the lane leading to the Scott M. Mann farm and the eastern side of Mann Road as shown by Scott M. Mann as a common corner of his land and that of said Marshall T. Mann and Viera M. Mann, his wife; and running thence by magnetic meridian as of June, 1954, and horizontal distances with the first line of said Scott M. Mann's tract as defined by the southeast side of a lane leading to the Earl Creek farm; and running thence (1) North 39 degrees no minutes East 635.5 feet to a point in



the road; corner to said Earl Creek farm; thence with a line of his land, (2) North 71 degrees 50 minutes west 370.4 feet with an old fence row, passing at plus 14.3 feet a stake driven in an old pile of stones to a planted stone by a Hickory tree in a wire fence; thence leaving the outlines of the original and with the wire fence (3) South 39 degrees 20 minutes west 466.8 feet to a small maple tree growing at the end of said fence and on the lower side of the Mann Road; thence with the lower side of said road, (4) South 47 degrees 55 minutes East 277 feet to a stake; thence crossing the entrance to the two lanes mentioned above, (5) South 24 degrees 10 minutes East 55.7 feet to the beginning; thence with the line of the second lot and the eastern side of the Mann Road, (6) South 45 degrees 50 minutes west 45 feet to a stake; thence (7) South 53 degrees 50 minutes west 173.5 feet to a stake; thence leaving said road, (8) South 56 degrees 20 minutes East 76.1 feet to a stake on the ninth line of the Scott A. Mann's farm; thence with the remainder of same, (9) North 57 degrees 45 minutes East 215.3 feet to a stake southeast of said lane; thence with the side of said lane, (10) North 59 degrees 30 minutes west 3. feet to the beginning, containing 4.3 acres in the first lot and 0.22 acres in the second lot, more or less.

The aforesaid PROPERTY is the same property conveyed by deed dated the 1st day of July, 1924, from Marshall T. Mann and Viera T. Mann, his wife, to M. Thomas Mann, Jr., and Betty Jean Mann, his wife, and which said deed is recorded in Liber No. 200, folio 117, among 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.

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 M. Thomas Mann, Jr., and Betty Jean Mann, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Hancock Bank of Hancock, Maryland, its successors ~~or assigns, the aforesaid sum of~~ Four Thousand (\$4,000.00) 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 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 M. Thomas Mann and Betty Jean Mann, 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 M. Thomas Mann and Betty Jean Mann, 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 Hancock Bank of Hancock, Maryland, its successors

~~his, her or their~~ executors, administrators and assigns, or Earl L. 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 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 M. Thomas Mann and Betty Jean Mann, 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 or their representatives, heirs or assigns.

And the said M. Thomas Mann and Betty Jean Mann, 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 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 fires, to inure to the benefit of the mortgagee, its heirs or assigns, to the extent of the ~~XXXXXXXXXXXXXXXXXXXX~~ 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:

M. Thomas Mann, Jr. [SEAL]

Betty Jean Mann [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this \_\_\_\_\_ day of NOVEMBER 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 M. Thomas Mann and Betty Jean Mann, his wife, and \_\_\_\_\_ acknowledged the foregoing mortgage to be his and respective act and deed; and at the same time before me also personally appeared F. Brock Smith, cashier of said Hancock Bank of Hancock, 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 further made oath in due form of law that he is an agent of said mortgagee and duly authorized in this affidavit.



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

Notary Public.

To Mtge Frostburg Md  
11/23/54

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 2:50 P.M.

**This Mortgage**, Made this 22<sup>nd</sup> day of November

In the year Nineteen Hundred and fifty-four, by and between

ROBERT C. FERREE and LOIS C. FERREE, 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

at 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

FIVE THOUSAND- - - - -00/100 DOLLARS (\$5,000.00)

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 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 piece or parcel of land lying and being in Election  
District No. 24 in the Village of Eckhart Mines, in Allegany County,  
Maryland, and more particularly described as follows:

BEGINNING at a point at Eighty-seven and seven-tenths feet  
on the second line of lot No. 2 of a series of four lots reserved in a  
lease from Charles H. Leatham, et ux, to the Piedmont and Georges Creek  
Coal Company, dated May 25, 1905, a plat and description of said lots  
are recorded among the Land Records of Allegany County, and with the  
remainder of said second line, North twenty-one degrees no minutes West  
ninety-three and seven tenths feet; thence with the third line thereof  
North forty-eight/forty-five minutes East sixty-nine and five tenths  
feet, thence with part of the fourth line, South twenty-one degrees  
no minutes East one hundred seventeen and eight tenths feet, then  
leaving said fourth line and running across the whole lot South sixty-  
nine degrees no minutes West sixty-five feet to the beginning, contain-  
ing in all 0.16 acres more or less.

IT being the same property which was conveyed by Frank W.  
Carter to Robert C. Ferree and wife by deed dated July 26, 1954, and  
recorded among the Land Records of Allegany County, Maryland, in Deeds  
Liber No. 260, folio 598

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, the aforesaid sum of FIVE THOUSAND- - - - -00/100 DOLLARS (\$5,000.00)

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 assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND- - -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 or other losses to inure to the benefit of the mortgagee, its successors and 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 hands and seals of said mortgagors.

Witness:

David B. Willetts  
DAVID R. WILLETTS  
David B. Willetts  
DAVID R. WILLETTS

Robert C. Ferree [Seal]  
ROBERT C. FERREE  
Lois C. Ferree [Seal]  
LOIS C. FERREE

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

**I hereby certify**, That on this 22<sup>nd</sup> day of November  
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  
**ROBERT C. FERREE and LOIS C. FERREE, 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 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.

*Emma L. Simons*  
EMMA L. SIMONS Notary Public

Compared and Matched Herein  
To Original from Allegany Md.  
Nov 13 1954

FILED AND RECORDED NOVEMBER 23 1954 at 2:50 P.M.

**This Mortgage,** Made this 19<sup>th</sup> day of November, 1954.

by and between  
GEORGE KERNS and HENRIETTA KERNS, his wife,

of Allegany County, Maryland, part 1 of the first part, hereinafter called the "Mortgagor," and 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 second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of THREE HUNDRED NINETY- - - - -00/100 DOLLARS (\$ 390.00 ) being the balance of the purchase money for the property hereinafter described on his three- - - - - ( ---3----- ) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of - - TEN DOLLARS and 00/100- - - -  
DOLLARS (\$ 10.00 ), on or before the 19<sup>th</sup>  
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; (2) to

the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

**And Whereas**, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

**Now Therefore**, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, near the Town of Frostburg, it being Lot No. 1 of a series of lots as laid out by G. G. Townsend, on the property formerly owned by William J. Lewis and Mary Lewis, his wife, and which said Lot No. 1 is particularly described as follows, to wit:

BEGINNING at a post on the West side of the County Road leading from Wright's Crossing to the Town of Frostburg, Maryland, said post standing at the Northeast corner of the lot conveyed by Curtain M. Truman and wife and Sarah Wright to Ann Llewellyn, and running with a fence along the Northern boundary of said lot, North eighty-seven degrees thirty minutes West one hundred seventy-nine feet, then with a fence, North three degrees no minutes East sixty-six and five-tenths feet to a post, then with a fence, South eighty-seven degrees thirty minutes East one hundred seventy-five feet to the West side of the aforesaid County Road and with it South no degrees twenty minutes East sixty-six feet to the beginning.

Subject, however, to an easement or right-of-way to William A. Fisher and Eva E. Fisher, his wife, of an alleyway eight and one-half feet wide and running along the South line of said Lot No. 1 from the County Road to the East line of Lot No. 3.

IT being the same property which was conveyed by Chester Harding, et al, to George Kerns, et ux, by deed dated April 1, 1949, and recorded in Deeds Liber No. 232, folio 597, among the Land Records of Allegany County, Maryland.

**Together** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

**To have and to hold** the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

**Provided**, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

**And** the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$ ) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale; and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said 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, and if said property be not sold, it 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; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

*James M. Bodman*

*George E. Kerns* (SEAL)  
GEORGE KERNS

*Henrietta Kerns* (SEAL)  
HENRIETTA KERNS

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19th day of November, 1954,  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,  
personally appeared GEORGE KERNS and HARRIETTA KERNS, his wife

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their

respective act and deed; and at the same time and place before  
me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of  
Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration  
in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form  
of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such  
affidavit.

Witness my hand and Notarial Seal.

*Anna Jean ...*  
Notary Public.



Compared and Mailed Instrument  
Tolson and ...  
Sec 4

FILED AND RECORDED NOVEMBER 23<sup>rd</sup> 1954 at 3:00 P.M.

**This Mortgage,** Made this 23<sup>rd</sup> day of November,

in the year Nineteen Hundred and Fifty Four, by and between

Minnie L. Davis, widow,

of Allegany County, in the State of Maryland

party of the first part, and

Edward A. Keeney and May V. Keeney, his wife,

of Bedford County, in the State of Pennsylvania

parties of the second part, WITNESSETH:

Whereas, the party of the first part is now indebted to the said Edward  
A. Keeney and May V. Keeney, his wife, as tenants by the entireties, in the full



and just sum of Six Thousand (\$6,000.00) Dollars, for which she has given her promissory note of even date herewith payable on or before two years after date with interest at the rate of 6% per annum payable quarterly.

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

party of the first part

does 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 piece of parcel of ground in the Southern Addition of the Cumberland Improvement and Investment Company, and known as Lot No. 98 and the Southern half of Lot No. 99, and more particularly described as follows:

Lot No. 98 begins on the West side of Grand Avenue at the end of the first line of Lot No. 97, and runs thence with Grand Avenue, North 18 degrees and 34 minutes East 39-5/10 feet; then North 71 degrees and 26 minutes West 100 feet to the East side of Hattie Alley; then with said Alley, South 18 degrees 34

minutes West 39-5/10 feet to the end of the second line of Lot No. 97; and with said line reversed, South 71 degrees and 26 minutes East 100 feet to the beginning. Also all that part of lot known as No. 99 beginning on the West side of Grand Avenue at the end of the first line of Lot No. 98, and running thence with Grand Avenue, North 18 degrees 34 minutes East 19 feet 9 inches; then North 71 degrees and 26 minutes West 100 feet to the East side of Hattie Alley; then with said Alley, South 18 degrees and 34 minutes West 19 feet and 9 inches to the end of the second line of Lot No. 98; and with said line reversed, South 71 degrees and 26 minutes East 100 feet to the beginning.

Being a part of the same property conveyed by George W. Legge, Trustee, to Wheeler W. Davis and Minnie L. Davis, his wife, by deed dated January 9, 1937, and recorded in Liber No. 176, folio 479, one of the Land Records of Allegany County, Maryland, the said Wheeler W. Davis being now deceased and said property vested absolutely in his surviving widow, Minnie L. Davis, by operation of law. Reference to said deed 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 party of the first part, her

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 (\$6,000.00) 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 her part to be performed, then this mortgage shall be void.

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

party 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 \_\_\_\_\_

party 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 Willour 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 \_\_\_\_\_

party of the first part, her

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 her representatives, heirs or assigns.

And the said \_\_\_\_\_ party of the first part

\_\_\_\_\_ further covenants 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 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 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 mortgagees, 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:

James A. Perrett

\_\_\_\_\_  
Minnie L. Davis [SEAL]  
Minnie L. Davis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 23<sup>rd</sup> day of November,  
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

Minnie L. Davis, widow,

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

C. Eugene Perrin, 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 for forth, and that he is the Agent of said  
mortgagee and duly authorized by them to make this affidavit.



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

James A. Perrin  
Notary Public.

Compared and Mailed Delivered  
To James N. Hoadley, City  
Allegany  
Nov 23 1954

FILED AND RECORDED NOVEMBER 24<sup>th</sup> 1954 at 8:30 A.M.

THIS MORTGAGE made this the 22nd day of November, 1954 by and  
between Richard Elwood Ravenscroft, hereinafter called mortgagor, which expression  
shall include his heirs, personal representatives, successors and assigns, where the  
context so admits or requires of Allegany county, Maryland, party of the first  
part, and The National Bank of Keyser, West Virginia, a corporation, hereinafter  
called mortgagee, which expression shall include its personal representatives,  
successors and assigns, where the context so requires or admit, of Mineral  
County, West Virginia, party of the second part. WITNESS: TH,

WHEREAS, said mortgagor now stands indebted unto the said mortgagee  
in the full and just sum of Four Hundred twenty four dollars and twenty-five  
cents (\$424.25) as evidenced by his installment note of even date herewith,

payable in eleven monthly installments of \$35.35 each and one installment of \$35.40, one of which is due on the 22nd day of each succeeding month hereafter until the entire principal sum has been paid.

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.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said mortgagor doth give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its personal representatives, successors and assigns, the following personal property, to-wit:

ONE 1949 Pontiac F. Sedan, Serial No. 48RH-9665, Maryland Title No. F 445822 in the name of Richard Elwood Ravenscroft, RFD 3, Keyser, W. Va. Postoffice address but who lives in McCoolle, Maryland.

It is agreed between the parties hereto that the mortgagor will not dispose of said personal property or remove from Allegany County, Maryland, the said personal property hereinbefore mentioned and described, without the consent in writing of said, The National Bank of Keyser, West Virginia.

It is further agreed by and between the parties hereto that the mortgagor shall keep the above described personal property in good repair or condition during the time of this mortgage.

It is further agreed that the mortgagor will insure forthwith, and pending the existence of this mortgage by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$424.25, the proceeds of any insurance paid to the mortgagor by reason of any loss or injury to be applied either to the payment of said mortgage indebtedness or towards the repair and replacement as said mortgagee, its successors or assigns may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a Receiver for said mortgagor.

BUT in case of default being made in payment of the mortgage debt, or the monthly payments, or the interest thereon, or in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said property without first obtaining written permission of the said mortgagee, 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 National

Bank of Keyser, West Virginia, mortgagee, its personal representatives, successors or assigns, or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, 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 all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all monies 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 mortgagor, his heirs or or assigns, and in case of advertisement under the same power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

Witness the hand and seal of said mortgagor.

Richard Elwood Ravenscroft (SEAL)  
Richard Elwood Ravenscroft

Attest:



THE NATIONAL BANK OF KEYSER, W.VA. a corporation

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

State of West Virginia,  
County of Mineral, to-wit;

I HEREBY CERTIFY that on this 22nd day of November, 1954 before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County of Mineral, personally appeared Richard Elwood Ravenscroft whose name is signed to the writing above and being the within named mortgagor and acknowledged the aforesaid mortgage to be his act and deed. And at the same time before me also personally appeared P. J. Davis, President of the National Bank of Keyser, W. Va., 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.

My commission expires April 15, 1963



James J. O'Neil  
Notary Public

Compared and Mailed Delivered 5  
To Mayor Centre St City  
Dec 13 1954

*Compared*

FILED AND RECORDED NOVEMBER 24 1954 at 9:55 A.M.

**This Mortgage,** Made this 23<sup>rd</sup>

day of November in the year nineteen hundred and ~~thirty~~ fifty four

By and Between Cyrus H. Lewis and Thelma A. Lewis, his wife,

of Allegheny County, in the State of Maryland,  
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS  
COMPANY, of Cumberland, Maryland, 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 The Allegany Building, Loan and Savings Company of  
Cumberland, Maryland, have received therefrom an advance or loan of thirty-two  
Hundred and 00/100 dollars, on their thirty-two (22)  
shares, class "A" stock upon condition that a good and effectual mortgage  
be executed by the said parties of the first part  
to 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 cov-  
enants, conditions and agreements herein mentioned on the part of the said parties  
of the first part,

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises  
and the sum of one dollar, the said parties of the first part

do hereby grant,  
bargain and sell and convey unto the said The Allegany Building, Loan and Savings  
Company of Cumberland, Maryland, its successors and assigns, all that lot or par-  
cel of ground situated on the Westerly side of South Street in the  
City of Cumberland, Allegheny County, Maryland, comprising the whole  
of Lot Number 66 and 10 feet of Lot Number 67 in Highland Addition  
to Cumberland, Md., according to the Plat filed in Liber 88, folio  
272 among the Land Records of said County, and particularly de-  
scribed as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of  
South Street distant North 13 degrees and 20 minutes East 80 feet  
from the intersection of the Westerly side of South Street with the  
Northerly side of First Street, said point of beginning being also  
at the end of the second line of Lot Number 65 of said Addition; and  
running thence with the Westerly side of South Street, North 13 de-  
grees and 20 minutes East 50 feet; then parallel with First Street,  
North 75 degrees and 58 minutes West 110.78 feet to the Easterly  
side of a 12 foot alley; then with the Easterly side of said alley,



South 14 degrees and 02 minutes West 50 feet to the end of the first line of said Lot Number 65; then with the second line thereof, South 75 degrees and 58 minutes East 111.38 feet to the place of beginning.

BEING the same property conveyed unto the said Cyrus H. Lewis, et ux., by Florence V. Jackson, widow, by a deed dated November 12, 1953, and recorded in Liber 254, folio 560, one of the Land Records of Allegany County, Maryland.

*Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.*

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, 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, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, 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 said principal sum of Thirty-two Hundred and 00/100 dollars with interest thereon, payable at the rate of 6% per annum, in monthly payments of not less than \$32.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in December, 1954, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be 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. To keep insured, during the continuance of this mortgage, 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 Thirty-two Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money 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 The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or ~~WILLIAM W. WILSON~~ <sup>LEWIS W. WILSON</sup>, 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 purchasers thereof or to 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 the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said 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 selling or making such sale.

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, their heirs, personal representatives and as their interest may appear, or to whosoever may be entitled to the same.

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

Test: *Michael Amick* *Cyrus H. Lewis* (SEAL)  
CYRUS H. LEWIS.  
*Michael Amick* *Thelma A. Lewis* (SEAL)  
THELMA A. LEWIS.

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

I Hereby Certify, That on this 22<sup>nd</sup> day of November in the year nineteen hundred and ~~twenty~~ fifty-four before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared Cyrus H. Lewis and Thelma A. Lewis, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and 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.

Witness my hand and notarial seal the day and year aforesaid.

*Michael Amick*  
Notary Public  
ALLEGANY COUNTY, MARYLAND

FILED AND RECORDED NOVEMBER 24<sup>th</sup> 1954 at 11:05 A.M.

THIS MORTGAGE, Made this 23<sup>rd</sup> day of November, 1954, by and between ROBERT C. WILLIAMS and EVA M. WILLIAMS, 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 Three Thousand (\$3,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, Five Hundred and Fifty (\$550.00) Dollars of which represents the purchase price of Lots Nos. 101, 102, 103 and 104 hereinafter described and which portion of said mortgage is a Purchase Money Mortgage, the remaining Two Thousand Four Hundred and Fifty (\$2,450.00) Dollars being the balance of a mortgage for Two Thousand Five Hundred (\$2,500.00) Dollars from the parties of the first part to the party of the second part, dated February 5, 1954, of record in Liber No. 302, folio 460, of the Land Records of Allegany County, Maryland; the said parties of the first part hereby covenant and agree to pay the aforesaid sum of Three Thousand (\$3,000.00) Dollars in equal monthly installments of Thirty Three Dollars and Thirty One Cents (\$33.31) on account of interest and principal, payments to begin on the 5<sup>th</sup> day of January, 1955, 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, the following described properties:

All those six lots or parcels of ground known as Lots Nos. 101, 102, 103, 104, 105 and 106 in Goethe Street Addition to the City of Cumberland, in Allegany County, Maryland, a plat of which said Addition is filed among the Plat Records of Allegany County, Maryland, the said lots lying on Princeton Avenue, which is also called Shade's Lane, and being more particularly described as follows:

LOT NO. 101: BEGINNING at a peg on the North side of Shade's Lane (formerly Princeton Avenue), at the end of the first line of Lot No. 100, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet; thence North 53 degrees 20 minutes West 127 feet to a 15-foot alley; thence, with said Alley, South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 100; thence, with said line reversed, South 53 degrees 20 minutes East 126.75 feet to the beginning.

LOT NO. 102: BEGINNING at a peg on the North side of Shade's Lane (formerly Princeton Avenue), at the end of the first line of Lot No. 101, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet; thence North 53 degrees 20 minutes West 127.25 feet to a 15-foot alley; thence, with said Alley, South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 101; thence, with said second line reversed, South 53 degrees 20 minutes East 127 feet to the beginning.

LOT NO. 103: BEGINNING at a peg on the North side of Shade's Lane (formerly Princeton Avenue), at the end of the first line of Lot No. 102, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet; thence North 53 degrees 20 minutes West 127.5 feet to a 15-foot alley; thence with said Alley, South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 102; thence, with said second line reversed, South 53 degrees 20 minutes East 127.25 feet to the beginning.

LOT NO. 104: BEGINNING at a peg on the North side of Shade's Lane (formerly Princeton Avenue), at the end of the first line of Lot No. 103, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet; thence North 53 degrees 20 minutes West 127.75 feet to a 15-foot alley; thence with said Alley, South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 103; thence with said second line reversed, South 53 degrees 20 minutes East 127.5 feet to the beginning.

LOT NO. 105: BEGINNING at a peg on the North side of

Princeton Avenue at the end of the first line of Lot No. 104, and running thence with said Avenue North 36 degrees 40 minutes East 25 feet, thence North 53 degrees 20 minutes West 128 feet to a 15-foot alley, and with said Alley South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 104, and with said line reversed South 53 degrees 20 minutes East 127.75 feet to the beginning.

LOT NO. 106: BEGINNING at a peg on the North side of Princeton Avenue at the end of the first line of Lot No. 105 and running with said Avenue North 36 degrees 40 minutes East 25 feet thence North 53 degrees 20 minutes West 128.25 feet to a 15-foot alley and with said Alley South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 105 and with said line reversed, South 53 degrees 20 minutes East 128 feet to the beginning.

The aforesaid properties were conveyed to the parties of the first part by two deeds, as follows: (1) Deed from William Gray and Elizabeth M. Gray, his wife, dated the 17th day of May, 1952, recorded among the Land Records of Allegany County, Maryland, in Liber 242, folio 443; and (2) Deed from William Gray and Elizabeth May Gray, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 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 Three Thousand (\$3,000.00) 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 Three Thousand (\$3,000.00) 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:

Robert C. Williams (SEAL)  
Robert C. Williams

A. A. Hebrich

Eva M. Williams (SEAL)  
Eva M. Williams

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on the 23<sup>rd</sup> day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT C. WILLIAMS and EVA M. WILLIAMS, 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. A. Hebrich  
Notary Public  
My Commission expires May 2, 1958

FILED AND RECORDED NOVEMBER 24<sup>th</sup> 1954 at 11:20 A.M.

**This Mortgage,** Made this 23<sup>rd</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between \_\_\_\_\_

Earl M. Stevens and Ethel M. Stevens, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part \_\_\_\_\_ 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 Five Thousand Fifty & 00/100 - - - (\$5050.00) - - - 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 Seventy-three & 00/100 - - (\$73.94) - - - 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 designated as Lot No. 8 on plat of Dewey P. Clayton land on Braddock Road, West of Cumberland, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 68 one of the Plat Records of Allegany County, Maryland, which is described as follows, to-wit:

Beginning for the same at a point on the southerly side of Braddock Road at the intersection of the easterly side of Lehigh Place, and running then with the southerly side of Braddock Road South 88 degrees 48 minutes East 80 feet to Lot No. 9 in said addition, then with the division line between Lots Nos. 8 and 9 South 1 degree 12 minutes West 130 feet, then North 88 degrees 48 minutes West 80 feet to the easterly side of Lehigh Place, and then with the easterly side of Lehigh Place North 1 degree 12 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Dewey P. Clayton and Blanche I. Clayton, his wife, dated the 15th day of November, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 234, folio 616.



"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 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. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time hereafter, 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 Five Thousand Five Hundred Fifty & 00/100 - - (\$5050.00) - - - - 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 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 than 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 on 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 upon 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 advance 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. Hanna Earl W. Stevens [SEAL]  
Ethel M. Stevens [SEAL]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 23rd day of NOVEMBER  
 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 W. Stevens and Ethel M. Stevens, 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. Hanna  
 Notary Public.

To Leo H. Legge City City  
see 13 10 54

FILED AND RECORDED NOVEMBER 24<sup>th</sup> 1954 at 11:20<sup>h</sup> A.M.

**This Mortgage,** Made this 23<sup>rd</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-FOUR by and between

Warren D. Johnson and Betty A. Johnson, his wife,

of Allegany County, in the State of Maryland, part~~ies~~ 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-five Hundred & 00/100 - - - - (\$6500.00) - - - - 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 & 15/100 - - - (\$41.15) - - - - 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 the east side of Memorial Avenue, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the point of intersection of the east side of Memorial Avenue and the seventh line of the whole property of which this is a part as conveyed by Richard E. McVicker to John E. Kempe et ux by deed dated the 3rd day of February, 1925, the second piece of the third part, recorded in Liber No. 123, folio 387, one of the Land Records of Allegany County, and running then reversing the said seventh line and part of the sixth line of the said whole property (True Bearings and Horizontal Measurements) South 75 degrees and 7 minutes East, 236-78/100 feet to a stake and South 13 degrees and 23 minutes West, 74-65/100 feet to a stake, then leaving the said sixth line and running parallel with the seventh line aforementioned whole property North 75 degrees and 7 minutes East 231-25/100 feet to a stake standing on the aforementioned east side of Memorial Avenue, then with the said east side of Memorial Avenue, North 9 degrees and 9 minutes East 75 feet to the beginning.



Being the same property which was conveyed unto the parties of the first part by deed of John F. Meape and Marion E. Meape, his wife, dated the 6th day of August, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 260, folio 529.

"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 mortgagor, 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 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 Sixty-five Hundred & 00/100 - - - (\$6500.00) - - - - 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:

*Gerald L. Hanna*

*Warren D. Johnson* [SEAL]  
Warren D. Johnson  
*Betty A. Johnson* [SEAL]  
Betty A. Johnson

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 23rd day of NOVEMBER

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 D. Johnson and Betty A. Johnson, 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.



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

*Gerald L. Hanna*  
Notary Public.



Town Creek to a point on a cliff on the west side of Town Creek; thence South 78 degrees 25 minutes West 25 perches to a pine tree marked with six notches (three notches on two sides) standing on top of a high cliff and being the original tree called for standing at the end of the second line of a tract of land called "Addition to Cream" surveyed the 11th day of November, 1892, granted to Jonathon Dolan for 8 5/8 acres; thence with the lines thereof as corrected by variation and to calls, South 52 degrees East 13 perches to a stake witnessed by a pine tree marked with three notches; thence South 81 degrees East 17 2/5 perches; thence South 56 degrees 30 minutes East 13 1/5; thence South 1 degree 30 minutes West 4 1/5 perches to the end of 17 4/5 perches on the third line of a tract of land called "Michaels Cream," surveyed the 31st day of July, 1810, granted to Michael Living for 86.75 acres; thence reversing the third line thereof, as corrected by variation, South 35 degrees 30 minutes East 17 4/5 perches to a planted stone at the end of the second line thereof, it being also at the end of the seventh line of a tract of land called "Birch Hollow", surveyed the 22nd day of May, 1881, granted to Daniel Beffenbach for 35.75 acres; thence with part of the eighth line thereof, as corrected by variation, North 37 degrees 45 minutes East 7 1/5 perches to a point standing, South 37.75 degrees West 2 4/5 perches from a planted stone marked with the letter "D", said stone stands at the end of said eighth line, said point being also at the end of 3 2/5 perches on the 19th line of a tract called "Addition to Darkey's Fancy," and with part of said 19th line, as corrected by variation, North 40 degrees 24 minutes East 4.1 perches to a point 1 1/5 perches on the ninth line of the aforesaid tract called "Birch Hollow"; thence with the line of "Birch hollow," as corrected by variation, North 70 degrees East 31 4/5 perches to a bounden pine tree standing on a bluff of rocks, South 69 degrees 30 minutes East 23.75 perches to an old leaning pine tree marked with eight notches standing at the beginning of said tract called "Birch Hollow," and also at the end of the ninth line of a tract of land called "Possession," surveyed the 1st day of August, 1860, granted to John Devenish for 26 acres; thence reversing part of the ninth line thereof, as corrected by variation, North 74 degrees 45 minutes East 33 2/5 perches to a point at the end of 3 1/5 perches on the third line of the aforesaid tract called "Addition to Darkey's Fancy"; thence with the lines thereof, as corrected by variation, South 72 degrees 30 minutes East 36 1/5 perches; thence North 71 degrees 24 minutes East 34 perches to a stake standing South 21.75 degrees East 1 perch from a large red elm tree marked with six notches in a line South 33 degrees 24 minutes East 2 2/5 perches to a point on the seventh line of the aforesaid tract called "Possession," and with it reversed, as corrected by variation and to calls, South 65 degrees 18 minutes East 19.92 perches to a point on the south bank of Town Creek and on the seventh line of a tract of land called "The Resurvey on Richards First Choice"; thence with part of the

seventh line thereof, as corrected by variation, North 62 degrees east 5.15 perches to the north bank of Town Creek at the end of the sixth line of a tract of land called "Walnut Grove", surveyed the 23rd day of May, 1804, granted to Daniel Duffenbault, for 21.5 acres: thence reversing part of the sixth line thereof, as corrected by variation, North 54 degrees 15 minutes east 19.9 perches to a point on the 21st line of the aforesaid tract of land called "Addition to Darkey's Fancy"; thence with the line thereof as corrected by variation, North 36 degrees 24 minutes east 4/5 perches to a point on a tree root standing in a cliff of rocks, North 57 degrees 21 minutes east 60 perches: thence North 3 degrees 24 minutes east 10 2/3 perches to a point on the fourth line of the aforesaid tract called "Walnut Grove"; thence North 44 degrees 11 minutes east 5.75 perches to a stone A; thence North 27 degrees east 92 perches to a pine on a ridge; thence North 27 degrees 30 minutes west 19 2/3 perches to a stone at the end of the first line of prospect and with the second line of said tract as corrected for variation, North 55 degrees 34 minutes east 14 perches, thence North 71 degrees east 42.75 perches to a white oak stump and stone, the beginning of Isaac and Kelly; thence North 76 degrees east 83.5 perches to a stone at the end of the 5th line of Arrowrock and on the given line of Bay Bottom and with said given line, North 86 degrees east 42.5 perches to the beginning.

This mortgage is given to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

It being the same property which was conveyed unto the said Lawrence T. Mallory, Sr and wife by the said William T. McLaughlin and wife by deed dated the \_\_\_ day of November, 1954 and duly filed for record simultaneously with this mortgage among the Land Records of Allegany County.

AND HEREBY 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 Mortgagors shall pay to the said Mortgagees the aforesaid sum of Ten Thousand Dollars, (\$10,000.00) 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 Mortgagors 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 Mortgagors 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 Mortgagees 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 Allegany County, 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 Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

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 Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Ten Thousand 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 Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors.

Lawrence W. Mallery, Sr. (SEAL)  
Lawrence W. Mallery, Sr.

Helen L. Mallery (SEAL)  
Helen L. Mallery

Attest:

George R. Hughes

STATE OF MARYLAND, ALLEGANY COUNTY, co-wit:

I HEREBY CERTIFY, that on this 23rd day of November, 1954, before me, the subscriber a Notary Public in and for said County of Allegany and State of Maryland, personally appeared Lawrence W. Mallery, Sr. and Helen L. Mallery, his 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 William T. McLaughlin and Nita M. McLaughlin, 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  
expressly set forth.  
above written.

WITNESS my hand and Notarial Seal the day and year last

*George R. Hughes Jr.*  
Notary Public.

*Completed and filed  
in Clerk's Office  
Nov 23 1954*

FILED AND RECORDED NOVEMBER 24, 1954 at 3:50 P.M.

THIS DEED OF PARTIAL RELEASE OF MORTGAGES, Made this  
7<sup>th</sup> day of Sept., 1954, by and between FROSTBURG  
NATIONAL BANK, a national banking corporation duly incorporated  
under the laws of the United States of America, party of the first  
part, and CHALMER N. LIVINGSTON and ETHEL C. LIVINGSTON, his wife,  
and WILLIAM B. LIVINGSTON and RUTH A. LIVINGSTON, his wife, of  
Allegheny County, Maryland, parties of the second part.

WHEREAS, by mortgage dated June 6, 1946, and recorded  
in Mortgage Liber No. 183, folio 17, among the Land Records of  
Allegheny County, Maryland, Chalmer N. Livingston and Ethel C.  
Livingston conveyed to the party of the first part the property  
and premises therein described to secure the indebtedness there-  
in mentioned; and

WHEREAS, by mortgage dated September 30, 1953, and re-  
corded in Mortgage Liber No. 300, folio 388, among the Land  
Records of Allegheny County, Maryland, William B. Livingston and  
Ruth a Livingston, his wife, conveyed to the party of the first  
part the property and premises therein described to secure the  
indebtedness therein mentioned; and

WHEREAS, the parties of the second part have now re-  
quested the party of the first part to release part of said

mortgaged property from the liens of said mortgages and the party of the first part has agreed to do so.

NOW, THEREFORE, THIS DEED OF PARTIAL RELEASE OF MORTGAGES WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged by the party of the first part, the party of the first part does hereby grant and convey unto the parties of the second part, their heirs and assigns, and releases from the lien of the aforesaid mortgages, all that part of lot No. 27 of McCulloh's Addition to the Town of Frostburg, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a point on First Alley North sixty-one degrees West fifty-one feet from the end of the fourth line of that lot or parcel of ground conveyed to Chalmer N. Livingston and wife by William Weinberg and wife, by deed dated July 1, 1935, and recorded among the Land Records of Allegany County, Maryland in Deeds Liber No. 173, folio 19, and running thence South twenty-nine degrees West twelve and four-tenths feet to the corner of the machine shop standing on the land herein conveyed; thence with the said machine shop South twenty-nine degrees West thirty-eight and one-tenth feet; thence North sixty-one degrees West twenty feet; thence North twenty-nine degrees East fifteen and four-tenths feet; thence North sixty-one degrees West eleven and five-tenths feet; thence North twenty-nine degrees East ten and six-tenths feet; thence North sixty-one degrees West thirty-four and five-tenths feet; thence North twenty-nine degrees East twenty-five feet; thence South sixty-one degrees East fifty and eight-tenths feet; thence South sixty-one degrees East fifteen and two-tenths feet to the beginning.

IT being part of that property which was conveyed to Chalmer N. Livingston and wife by William Weinberg and wife by the aforesaid deed.

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

The liens of the aforesaid mortgages dated June 6, 1946 and September 30, 1953, are hereby specifically reserved as to any and all other property mentioned therein and not herein described.

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

FROSTBURG NATIONAL BANK

By William S. Jenkins  
William S. Jenkins,  
Vice-President

ATTEST:

Earl Kreitzburg  
Earl Kreitzburg, Cashier

STATE OF MARYLAND,

ALLEGANY COUNTY, MARYLAND, TO WIT:

I HEREBY CERTIFY, That on this 7th day of Sept. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William S. Jenkins, Vice-President of the Frostburg National Bank, a corporation, and acknowledged the foregoing deed of partial release of mortgages to be the corporate act and deed of said Bank; and said William S. Jenkins further made oath in due form of law that he is Vice-President and Agent of said Bank and duly authorized to execute this deed.

A circular notary seal for the State of Maryland, Allegany County, with the name of the notary public in the center.

Paul W. Todd  
Notary Public

Walter S. Manger, Atty. Gen.

OK  
22/11/54

FILED AND RECORDED NOVEMBER 26<sup>th</sup> 1954 at 9:55 A.M.

**This Mortgage,** Made this 24<sup>th</sup> day of November

in the year Nineteen Hundred and Fifty-four, by and between  
**Josiah E. Mullenax and Dorothy B. Mullenax, his wife,**



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

**Leslie E. Hinkle and Emma May Hinkle, his wife,**



of Allegany County, in the State of Maryland  
parties 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 Eight Hundred Fifty (\$2,850.00) Dollars, and which said sum shall bear interest at the rate of 6% per annum, and which said principal sum and interest shall be repaid in equal semi-annual installments of \$118.75 plus interest upon the said principal sum or any unpaid balance thereof; and the first of which said semi-annual installments shall be paid on the 24th day of May, 1955, and semi-annually thereafter until full paid; 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 thereof, together with the interest thereon, the said

**Josiah E. Mullenax and Dorothy B. Mullenax, his wife,**

do give, grant, bargain and sell, convey, release and confirm unto the said  
**Leslie E. Hinkle and Emma May Hinkle, his wife, their**

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

ALL that certain piece, parcel, or lot of land situate in Election District No. 3 of Allegany County, Maryland, and which is shown as Lots Nos. 37 and 38 on the plat of the Mullenax Addition to Gilpintown and which said lots are described as one parcel as follows, to-wit:

BEGINNING for said Lots Nos. 37 and 38 at a peg standing in the center line of Main Street as shown on the map and designated as Station No. 1; and running thence from said station with Main Street, North 62 degrees 11 minutes West 35 feet to its intersection with the east side of Maple Street; and running thence with the east side of Maple Street, North 3 degrees 17 minutes West 128 feet to a peg; thence running North 86 degrees 43 minutes East 150 feet to the west side of Davis Street; and running thence with Davis Street, South 3

degrees 17 minutes East 114 feet to a peg standing on a line between Station 3 and 4 on the aforesaid plat; thence running from said peg and with Main Street, North 82 degrees 20 minutes West 3 feet to Station No. 3; thence running still with Main Street, South 63 degrees 10 minutes West 93.71 feet to Station No. 2; thence North 78 degrees 27 minutes West 31.6 feet to the place of beginning, containing 0.45 acres, more or less.

This conveyance is made specifically upon the condition that said Main Street shall be at all times used as a street for the benefit of the entire subdivision.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 19th day of November, 1954, by Ernest Mullenax and Nettie S. Mullenax, his wife, to Josiah E. Mullenax and Dorothy B. Mullenax, his wife, and which said deed is to be recorded prior to the recordation of this 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 Josiah E. Mullenax and Dorothy B. Mullenax, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Leslie E. Hinkle and Emma May Hinkle, his wife, their executors, administrators or assigns, the aforesaid sum of Two Thousand Eight Hundred Fifty (\$2,850.00) 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 Josiah E. Mullenax and Dorothy B. Mullenax, 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 Josiah E. Mullenax and Dorothy B. Mullenax, 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 Leslie E. Hinkle and Emma May Hinkle, his wife, their

heirs, executors, administrators and assigns, or Earl E. Mangas, 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 Garrett 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 their Josiah E. Mullenax and Dorothy B. Mullenax, his wife, 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 Josiah E. Mullenax and Dorothy B. Mullenax, his wife, further covenant to



*Noted and filed in record  
 by Notary & Manager  
 Nov 26 1954*

FILED AND RECORDED NOVEMBER 26<sup>th</sup> 1954 at 11:20 A.M.

PURCHASE MONEY

**This Mortgage**, Made this 24<sup>th</sup> day of November  
 in the year Nineteen Hundred and Fifty-four, by and between  
 Ernest E. Wigfield and Geraldine I. Wigfield, his wife,

of Allegany County, in the State of Maryland  
 parties of the first part, and C. Glenn Watson,

of Allegany 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 Two Thousand Nine Hundred (\$2,900.00) Dollars, and which said sum shall bear interest at the rate of 5% per annum, and which said principal and interest shall be repaid in equal monthly installments of \$40.00 each, the said interest to be computed and adjusted quarterly, the first of which said monthly payments shall be due and payable one month from the date hereof and monthly thereafter until the said principal sum and interest shall have been fully paid; 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 thereof, together with the interest thereon, the said  
 Ernest E. Wigfield and Geraldine I. Wigfield, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said  
 C. Glenn Watson, his

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

ALL that piece or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, in Election District No. 4, and lying and being on the westerly side of Oldtown Road between Glenwood Street and Maryland Avenue, and being more particularly described as follows: (Magnetic courses, as determined by needle, September 19, 1952, and run by vernier readings and horizontal distances being used throughout.)

BEGINNING for the said lot at a point on the westerly limits of Oldtown Road as now defined, said point being at the end of 88 feet on a line drawn South 15 degrees 36 feet East from the southwest corner of the intersection of Oldtown Road and Glenwood Street (formerly called Wine Street) and being also at the end of the first line (southeast corner) of a parcel of land fronting 23 feet on the Oldtown Road, and which said parcel was originally conveyed

to Margaret Adams, et al, from Lizzie Reese, et al, heirs of John D. Reese, by deed dated October 13, 1909, and recorded in Liber No. 105, folio 424, of the Land Records of Allegany County, Maryland; said point of beginning being also at the intersection of two reference lines; viz., first, at the end of 24.73 feet on a line drawn South 45 degrees 28 minutes East from the northeast corner of the dwelling house erected upon the hereinbefore mentioned 23-foot lot; and, second, at the end of 33.65 feet on a line drawn North 3 degrees 36 minutes East from the southeast corner of the double dwelling house erected upon the premises herein described and intended to be conveyed; and running thence from said beginning point with Oldtown Road, South 15 degrees 36 minutes East 39.8 feet to a line of fence; thence with said fence, South 59 degrees 54 minutes East 103.29 feet to a stake on the easterly limits of Black's Alley; thence with said alley, North 15 degrees 36 minutes West 65.22 feet to a line of division fence and with said fence, North 74 degrees 09 minutes East 100 feet to the place of beginning.

THE premises herein described and intended to be conveyed is a part of Percy's and Mertens' Addition to Cumberland as laid out upon the plat of said Addition, recorded in Liber No. 34, folio 716, and consists of Lot No. 2 of said Addition, which said lot and part of a lot was originally conveyed to the hereinbefore mentioned Margaret Adams from Isaac Reese, et al, heirs of John D. Reese, by deed dated December 20, 1913, and recorded in Liber No. 129, folio 238, and being the same property which was conveyed by the said Margaret Adams, et al, to Isaac Reese and Emma Reese, his wife, by deed dated August 14, 1923, and recorded in Liber No. 144, folio 256, in which deed the property therein conveyed was erroneously described, and which said erroneous description has been set forth in all subsequent deeds.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith from George E. Thomas and Juanita Thomas, his wife, to said Ernest E. Wigfield and Geraldine I. Wigfield, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with recordation of this Purchase Money Mortgage among said Land Records; a specific reference to 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 Ernest E. Wigfield and Geraldine I. Wigfield, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

C. Glenn Watson, his

executors, administrators or assigns, the aforesaid sum of \_\_\_\_\_

**Two Thousand Nine Hundred (\$2,900.00) 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 \_\_\_\_\_

Ernest E. Wigfield and Geraldine I. Wigfield, 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 \_\_\_\_\_

Ernest E. Wigfield and Geraldine I. Wigfield, 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 \_\_\_\_\_

C. Glenn Watson, his

heirs, executors, administrators and assigns, or Earl E. Mangas 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

day of ~~any~~ ~~County~~ place, manner and terms of sale in some newspaper published in ~~some~~ 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 Ernest E. Wigfield and Geraldine I. Wigfield, 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 and their representatives, heirs or assigns.

And the said Ernest E. Wigfield and Geraldine I. Wigfield, 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 his assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Nine Hundred (\$2,900.00) - - - - - 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 his heirs or assigns, to the extent of his 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:  
Lillian W. Baldwin Ernest E. Wigfield [SEAL]  
Lillian W. Baldwin Geraldine I. Wigfield [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify: That on this 24th day of November 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 Ernest E. Wigfield and Geraldine I. Wigfield, 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 C. Glenn Watson,

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.

Lillian W. Baldwin  
Com. Exp. 3. 25 Notary Public.

Copy of this mortgage  
7th Mtge Westernport Md  
Dec 13 1954

FILED AND RECORDED NOVEMBER 26<sup>th</sup> 1954 at 3:40 P.M.

Purchase Money

**This Mortgage**, made this 24th.---- day of November-----, in the year Nineteen Hundred and fifty four, by and between Charles R. McCarty and his wife, Evelyn McCarty, -----

of Allegany County, State of Maryland. 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 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 Forty-four hundred----- Dollars (\$4400.00), 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, which loan is to be applied to the purchase of the property herein described and mortgaged.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 24th. day of November-----, 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 \$ 50.00 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 24th. day of November-----, 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:

Those three adjoining and contiguous parcels of land situated in Allegany County, Maryland, near the town of Westernport, which were conveyed unto Edgar S. Pagenhardt by and described in the following deeds: First- From Annie Greene, and husband, dated December 29, 1893, recorded in Allegany County, Maryland in Liber No. 75 Folio 607, containing six acres and 105 perches-- Second- From Annie Greene and husband, dated July 5th. 1905 and recorded in Allegany County, Maryland in Liber No. 97 folio 538- Third- From Mary E. Shultice et al, dated April 25, 1914, recored in Liber 117 Folio 699 of the land records of Allegany County, Maryland. All of the above three parcels of land having been conveyed unto Norval E. Pagenhardt et ux by deed of June 12, 1954 and recorded in Liber No. 260 Folio 201 of the said land records, and being also the same property which was conveyed unto the parties of the first part herein by deed from said Norval E. Pagenhardt, et ux, dated November 22, 1954, which deed is to be recorded in Allegany County, Maryland at the same time as the recording of this purchase money mortgage. Also those two certain tracts of land lying and being in Election District No. 7 of Allegany County, Maryland, which were conveyed unto the parties of the first part herein by deed from Lester McCarty et ux, dated May 31, 1952 and recorded in Allegany County, Maryland in Liber No. 241 Folio 156. To all of said deed so recorded a reference is hereby made for a more definite and particular description of the properties 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 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 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 four thousand 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:

Horace P. Whitworth Jr.

x Charles R. McCarty (SEAL)  
Charles R. McCarty

#####

x Evelyn M. McCarty (SEAL)  
Evelyn M. McCarty.

#####

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 24th day of November, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Charles R. McCarty and Evelyn McCarty, husband and wife

the within named Mortgagors, and acknowledged the foregoing mortgage to be their voluntary 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 fide 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  


Compare and compare to record  
to Mtgee City  
26 13 1954

FILED AND RECORDED NOVEMBER 27" 1954 at 10:00 A.M.

**This Mortgage,** Made this 26th day of  
November in the year nineteen hundred and Fifty-four, by and between  
JOSEPH BLAIR HARDMAN, widower

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 Joseph Blair Hardman

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stands indebted unto the said The Liberty Trust Company in the just and full sum of  
~~Eighty-five Hundred and~~ Eighty-five Hundred and 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 DECEMBER 31, 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 Joseph Blair Hardman

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 PARCEL: All that lot or parcel of ground situate, lying and being in  
election District No. 22 in Allegany County, Maryland, and known as the Joseph  
B. Hardman farm, and more particularly described as follows:

BEGINNING for the same at a white oak tree standing North 100 feet from the  
Northeasterly corner of an ancient cemetery situated on the premises herein con-  
veyed, and running thence South 78 degrees 50 minutes West 469.1 feet to a  
walnut tree; thence North 62 degrees 50 minutes West 503.8 feet; thence South  
24 degrees 30 minutes West 629.3 feet; thence South 35 degrees 40 minutes West  
344.5 feet; thence South 11 degrees 15 minutes West 147 feet; thence South 10  
degrees 50 minutes West 241.3 feet; thence South 2 degrees 15 minutes East 373.8  
feet to three maple trees; thence South 15 degrees 15 minutes East 215.8 feet  
to a post marked with three notches; thence South 22 degrees 40 minutes East  
461.7 feet; thence South 65 degrees 10 minutes West 319.8 feet; thence South  
56 degrees 15 minutes West 375.1 feet; thence South 45 degrees 40 minutes East  
398 feet to a white oak tree marked with three notches; thence South 35 degrees  
20 minutes East 256.7 feet; thence South 31 degrees 20 minutes East 415.5 feet to  
a red oak tree; thence North 82 degrees 35 minutes East 558.4 feet; thence South  
48 degrees 10 minutes East 280 feet to a red oak tree; thence South 71 degrees  
10 minutes East 202 feet to a twin maple tree; thence North 32 degrees 50 minutes  
East 147.5 feet; thence North 54 degrees 45 minutes East 363.5 feet to a large  
white oak; thence North 39 degrees 10 minutes East 180.3 feet; thence North 12  
degrees 20 minutes East 500.1 feet; thence North 15 degrees 5 minutes East 201.3 feet  
to a red oak tree; thence North 39 degrees 3 minutes East 214 feet; thence South



83 degrees 5 minutes East 764.3 feet to the boundary line of the David Wilson farm, and running thence with said boundary North 18 degrees 30 minutes East 583.5 feet to a dead locust tree; thence leaving said David Wilson lands North 15 degrees 40 minutes East 93 feet to a white oak tree; thence 36 degrees 40 minutes West 152 feet to a white oak tree; thence North 83 degrees 35 minutes West 270.7 feet; thence North 74 degrees 55 minutes West 277 feet to a large white oak marked with four notches; thence North 35 degrees West 994 feet to a tall burnt post; thence North 33 degrees 10 minutes West 632.5 feet to the beginning. The foregoing description is according to a survey made May 5, 1939, by Ralph E. Wilson surveyor.

It being the same property which was conveyed to the party of the first part by deed of C. William Gilchrist, Trustee, dated July 15, 1943, and recorded among the Land Records of Allegany County in Deeds Liber No. 196, folio 578.

SECOND PARCEL: All that lot or parcel of ground situate, lying and being on the Christy Road in Election District No. 22 in Allegany County, Maryland, and particularly described as follows: to wit:

All that tract and parcel of land described in a deed from Elmer E. King to Albert Shuler, dated November 21, 1917, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 124, folio 339, to which deed special reference is made for a more full and complete description of the land hereby conveyed.

It being the same property which was conveyed to the party of the first part herein by deed of Calvin A. Strawderman, et ux, dated September 25, 1944, and recorded among the Land Records of Allegany County in Deeds Liber 201, folio 460.

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 <sup>five</sup> ~~eighty-three~~ <sup>8,500.00</sup> ~~(\$8,500.00)~~ ----- 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.

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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



Compared and Mailed ~~November 27~~  
 To Home L. Richards *off*  
 Dec 10 1954

FILED AND RECORDED NOVEMBER 27<sup>th</sup> 1954 at 9:30 A.M.

**This Mortgage**, Made this 26<sup>th</sup> day of November,  
 in the year Nineteen Hundred and Fifty -four, by and between

James W. Mellon and Linda L. Mellon, his wife,  
 of Allegheny County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegheny County, in the State of 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 AND SIX HUNDRED Dollars, which said sum the mortgagors 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 ONE HUNDRED 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 that lot or parcel of ground situated on the easterly side of Brookfield Avenue, in or near the City of Cumberland, Allegheny County, State of Maryland, known and designated as Lot No. 1, of Block No. 23 in Johnson Heights Addition to Cumberland, Maryland, a map of which addition is filed in Map Book 1, page 43, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the easterly side of Brookfield Avenue with the northerly side of Arundel Street, and running thence with the easterly side of Brookfield Avenue, North 33 degrees and 51 minutes East 35 feet, thence South 56 degrees and 9 minutes East 130 feet to an alley, thence with said alley, south 33 degrees and 51 minutes west 35 feet to the northerly side of Arundel Street, then with said side of said street, North 56 degrees and 9 minutes West 130 feet to the place of BEGINNING.



This being the same property which was conveyed by Sudie V. Crumitt, Widow, unto the said James E. Mellon and Wanda L. Mellon, his wife, by deed dated December 29, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber 232, folio 374.

The above described property is improved by a three story brick dwelling house consisting of a first, second and third floors and by three baths, hot water furnace heat, garage in basement and is known as No. 722 Brookfield Avenue, Cumberland, Maryland.

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 66, section 2, of the Annotated Code of Maryland.

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 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 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 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 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 mortgagor s, 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 TWELVE THOUSAND AND SIX HUNDRED 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 mortgagor<sup>s</sup> 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<sup>s</sup> 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 corporation other than the mortgagor<sup>s</sup>, 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 mortgagor<sup>s</sup>.

Attest:

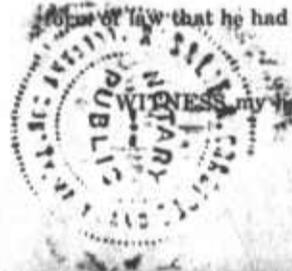
Rosalie A. Crabtree James E. Mellon (SEAL)  
JAMES E. MELLON  
Wanda L. Mellon (SEAL)  
WANDA L. MELLON

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 26th day of November,  
 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 E. Mellon and Wanda L. Mellon, his wife,

the said mortgagor<sup>s</sup> 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.

Rosalie A. Crabtree  
 Notary Public.

FILED AND RECORDED NOVEMBER 27<sup>th</sup> 1954 at 9:15 A.M.

**PURCHASE MONEY**  
**This Mortgage,** Made this 26<sup>th</sup> day of November  
 in the year Nineteen Hundred and Fifty-four, by and between

JOHN H. TWIGG (WIDOWER)

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

CHARLES W. YERGAN AND GRACE S. YERGAN, HIS WIFE,

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

Whereas, the said party of the first part stands indebted unto the said parties of the second part in the just and full sum of THIRTY FIVE HUNDRED DOLLARS (\$3500.00), as evidenced by his promissory note of even date herewith for said sum of money, payable to the order of said parties of the second part one year after date with interest from date at the rate of six (6%) per cent per annum to be computed on semi-annual balances; and during the existence of this indebtedness said party of the first part is to pay not less than \$40.00 per month, the first of said payment to be made one month after date, and thereafter on the same date each and every month until said indebtedness with the interest thereon are fully paid. And this mortgage is given to secure the payment of part of the purchase money of the property hereby conveyed.

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 \_\_\_\_\_

Party of the first part

do as 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 ground situated on the Northwesterly side of Hanover Street, Cumberland, Allegany County, Maryland, known and designated as Lot No. 34 in Piatt's Addition to Cumberland, said lot fronting 25 feet on Hanover Street, aforesaid and running back by an even width for a distance of 90 feet to the Saint Patrick's Church lot, as will be seen by reference to the Plat of Piatt's Addition to Cumberland filed among the Land Records of Allegany County, in Liber No. 31 folio 704. It being the same property conveyed to the said party of the first part by

Charles S. Hansel, widower, by deed dated November 24<sup>th</sup>, 1954, to be recorded among the Land Records of Allegany County simultaneously with these presents.

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 party of the first part, his  
heirs, executors, administrators or assigns, do and shall pay to the said  
parties of the second part, their  
 executors, administrators or assigns, the aforesaid sum of

THIRTY FIVE HUNDRED DOLLARS (\$3500.00)

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 his part to be performed, then this mortgage shall be void.

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

party 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 party of the first part

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

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron  
 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

party of the first part, his 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 his representatives, heirs or assigns.

And the said party of the first part

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 their  
 assigns, the improvements on the hereby mortgaged land to the amount of at least

THIRTY FIVE HUNDRED (\$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, 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.



Six Thousand Seven Hundred Fifty & 00/100 - - (\$6750.00) - - 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-two & 73/100 - - - (\$42.73) - - - - - 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 mortgagors 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 or parcel of ground known and designated as  
 Lot No. 28 on plat of First Addition to Bowling Green in Allegany  
 County, Maryland, which said plat is recorded among the Land Records  
 of Allegany County, Maryland, in Plat Book No. 112 and 90, said land  
 being particularly described as follows, to-wit:

Beginning for the same at a point at the northwesterly in-  
 tersection of Long Avenue with Second Street in Bowling Green First  
 Addition, and running then along the westerly side of Second Street  
 North 20 degrees 39 minutes West 120 feet to a 20 foot alley, then  
 South 69 degrees 21 minutes West 40 feet, then South 20 degrees 39  
 minutes East 120 feet to Long Avenue, then along the northerly side  
 of Long Avenue North 69 degrees 21 minutes East 40 feet to the place  
 of beginning.

Second:

All that piece or parcel of ground lying and being in Allegany  
 County, Maryland, known as Lot No. 29 in the First Addition to Bowling  
 Green, as amended, a plat of said addition being recorded among the  
 Land Records of Allegany County, and said lot being more particularly  
 described as follows, to-wit:

Beginning at a point on the northerly side of Long Avenue  
 (as shown on said Amended Plat), distant South 69 degrees 21 minutes  
 West 40 feet from the intersection of the westerly side of Second  
 Street with the northerly side of Long Avenue, and running then with  
 said northerly side of Long Avenue, South 69 degrees 21 minutes West  
 40 feet; then North 20 degrees 39 minutes West 120 feet; then North  
 69 degrees 21 minutes East 40 feet; then South 20 degrees 39 minutes  
 East 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties  
 of the first part by deed of Elmer G. Jenkins and Freida Louise Jenkins,  
 his wife, 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 mortgagors option prior to the full payment of the mortgage debt, but not to exceed in the ag-

gregate 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 Seven Hundred Fifty & 00/100 - (\$6750.00) 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 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 W. Legge*

*Harry J. Foreback* [SEAL]  
Harry J. Foreback

*Arlene C. Foreback* [SEAL]  
Arlene C. Foreback

*Arlene C. Foreback* [SEAL]  
Arlene C. Foreback

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 26TH day of NOVEMBER

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

Harry J. Foreback and Arlene C. Foreback, 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 W. Legge*  
Notary Public.

26th day of November 1954

FILED AND RECORDED NOVEMBER 29<sup>th</sup> 1954 at 12:20 P.M.

**This Mortgage,** Made this 26<sup>TH</sup> day of NOVEMBER in the year Nineteen Hundred and fifty-four by and between Robert W. Schaffer and Genevieve Y. Schaffer, 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 Four Thousand & 00/100 - - - - - (\$4,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-three & 40/100 - - (\$43.40) - - - - - 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 the following piece or parcel of land lying and being situated on Polish Mountain in Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same (as surveyed May 27, 1933, by Ralph E. Wilson, civil engineer) at an iron pipe standing on the northerly edge of the right of way of the National Highway 33 feet from the center line thereof, said pipe also standing North 75 degrees 40 minutes East 124.7 feet from the southeasterly corner of H. W. Yonker's store and tower building, said iron pipe also standing on the division line between the lands of H. W. Yonker and the Allegany Orchards Corporation, as established by William Harvey, civil engineer, on March 9, 1926, and running then with said division line North 11 degrees West 352 feet to an iron pipe standing on the southerly edge of Polish Mountain Road, then with said road North 57 degrees 40 minutes East 360.5 feet to an iron pipe, then South 11 degrees East 452.5 feet to an iron pipe on the northerly edge of the right of way of the National Highway, and then with said northerly edge of said highway South 74 degrees 16 minutes West 340 feet to the place of beginning, containing 3.1 acres, more or less.



Being the same property which is described in Parcel No. 12 in the deed from Chester Robinette unto Harry W. Yonkers and Genevieve A. Yonkers as joint tenants with right of survivorship dated July 17, 1945, and recorded in Liber No. 205, folio 6, Allegany County Land Records, the said Harry W. Yonkers having heretofore departed this life leaving the said Genevieve A. Yonkers as sole owner by operation of law, the said Genevieve A. Yonkers Schaffer having now intermarried with Robert W. Schaffer, her husband.

"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 Four Thousand & 00/100 - - - (\$4000.00) - - - - - 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:

*Robert W. Schaffer* [SEAL]  
Robert W. Schaffer  
*Genevieve Y. Schaffer* [SEAL]  
Genevieve Y. Schaffer

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 26TH day of NOVEMBER,

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

Robert W. Schaffer and Genevieve Y. Schaffer, 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 W. Legge*  
Notary Public.

FILED AND RECORDED NOVEMBER 29<sup>th</sup> 1954 at 3:35 P.M.**This Mortgage,** Made this 29<sup>th</sup> day ofNovember in the year nineteen hundred and Fifty-four, by and between  
GEORGE I. CLICK and LILLIAN M. CLICK, 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 George I. Click and Lillian M. Click, his wife

stand indebted unto the said The Liberty Trust Company in the just and full sum of SEVENTY-SEVEN HUNDRED (\$1,700.00) 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 \_\_\_\_\_

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

George I. Click and Lillian M. Click, 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 situate on the Westerly side of North Cedar Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 8 of the sub-division of the real estate of Maria Dorothea Schneider, and more particularly described as follows, to-wit:

BEGINNING for the said parcel on the Westerly side of North Cedar Street at the end of 244 feet measured in a Northerly direction along the Westerly side of North Cedar Street from its intersection with the Northerly side of Second Street; and running thence with the Westerly side of North Cedar Street, North 20 degrees 50 minutes East 40.5 feet to the intersection of the Westerly side of North Cedar Street with the Southerly side of Blaul Avenue; and running thence with the Southerly side of Blaul Avenue, North 69 degrees 27 minutes West 88 feet to the end of the first line of the whole lot conveyed to James S. Johnson, et ux, by Frank A. Blaul, et ux, by deed dated the 28th day of March, 1906, and recorded in Liber No. 98, folio 492, one of the Land Records of Allegany County, Maryland; and running thence with part of the second line of said whole lot, South 20 degrees 50 minutes West 40.5 feet to that portion of said whole lot heretofore conveyed by the said James S. Johnson, et ux, to John A. Gerlitz, et ux; and running thence with the said Gerlitz lot, North 69 degrees 27 minutes East 88 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John T. Barkett and wife, by deed dated the 30th day of September, 1952, and recorded in Liber No. 245, folio 24, 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 Seventeen Hundred (\$1,700.00)----- 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 thereof.

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 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:

George I. Click (SEAL)  
George I. Click

Thomas L. Keech

Lillian M. Click (SEAL)  
Lillian M. Click

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of November 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

George I. Click and Lillian M. Click, 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



George I. Click  
Notary Public

FILED AND RECORDED NOVEMBER 29<sup>th</sup> 1954 at 12:20 P.M.

**This Mortgage,** Made this 26TH day of NOVEMBER in the year Nineteen Hundred and fifty -FOUR by and between

Edward E. Craws and Leone E. Craws, 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-three Hundred & 00/100 - - - (\$3300.00) - - - - - 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 lot or parcel of ground known as Lot No. 13 in the sub-division of lots laid out by Mrs. McCray on the Oldtown Road, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake standing at the end of 47-9/10 feet on the sixth line of the property of which the hereby described Lot No. 13 is a part, which was conveyed to William McCrary by deed dated November 26, 1902, and recorded in Liber No. 92, folio 367, said beginning being also at the end of the first line of Lot No. 12 and running then with a part of said sixth line and the northerly side of Oldtown Road, North 30 degrees 45 minutes West 30 feet, then North 51 degrees 45 minutes East 146-2/10 feet to the southerly side of a ten foot alley, and with said southerly side South 64 degrees 18 minutes East 33-2/10 feet to the end of the second line of Lot No. 12, and with it reversed South 51 degrees 45 minutes West 165 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of C. Glenn Watson and Ethel M. Watson, his wife, dated the 22nd day of April, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 326.

"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-three Hundred & 00/100 - - - (\$3300.00) - - - 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]*

*Edward E. Crews* [SEAL]  
Edward E. Crews  
*Leona E. Crews* [SEAL]  
Leona E. Crews [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 26TH day of NOVEMBER  
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

Edward E. Crews and Leona E. Crews, 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.



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

*George W. Legge*  
Notary Public

Compared and Valid  
To Mtg. City  
Dec 13 1954

FILED AND RECORDED NOVEMBER 29<sup>th</sup> 1954 at 3:50 P.M.

**This Mortgage,** Made this 29th day of November  
in the year Nineteen Hundred and Fifty-four, by and between  
ANNA S. HARTUNG, (divorced)

of Allegany County, in the State of Maryland  
part y of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, a  
national banking corporation, with its principal place of business  
in Cumberland, Allegany County, Maryland,

part y of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto  
the party of the second part in the full and just sum of Eighteen  
Hundred Dollars (\$1800.00), to be repaid with interest at the rate  
of five per cent (5%) per annum computed monthly on unpaid balances,



in payments of at least Fifty Dollars (\$50.00) monthly, the first monthly payment being due one month from the date of these presents, and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, said monthly payments to be applied first to the interest accruing, and then the balance thereof upon the principal, to secure which principal, together with the interest accruing thereon, these presents are executed.

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, the said ANNA S. HARTUNG

do es give, grant, bargain and sell, convey, release and confirm unto the said THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

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

FIRST: All that lot or parcel of land lying on the Easterly side of Tilghman Street (formerly called Cemetery Street) in the City of Cumberland, Allegany County, Maryland, being a part of the Rose Hill Estate and described as follows:

BEGINNING for the same at a point on the East side of Tilghman Street, distant 138 feet North from the intersection of the North side of Fayette Street with the East side of Tilghman Street, and running thence with the East side of Tilghman Street, North 8.5 degrees East 25 feet to a sixteen foot alley, and with said alley, South 81.5 degrees East 100 feet to an eight foot alley, then with said alley, South 8.5 degrees West 25 feet, then North 81.5 degrees West 100 feet to the place of beginning.

IT BEING the same property which was conveyed to ANNA S. HARTUNG by THE REAL ESTATE AND BUILDING COMPANY OF CUMBERLAND, MARYLAND, by deed dated May 19, 1945, and recorded in Liber 205, folio 12, among the Land Records of Allegany County, Maryland.

SECOND: All that lot and parcel of land lying on the Easterly side of Tilghman Street (formerly called Cemetery Street) in the City of Cumberland, Allegany County, Maryland, being a part of the Rose Hill Estate and described as follows:

BEGINNING for the same at a point on the East side of Tilghman Street, distant 138 feet North from the intersection of the North side of Fayette Street with the East side of Tilghman Street, said point being also the beginning of a deed dated May 19th, 1945, from The Real Estate and Building Company of Cumberland, Md. to Anna S. Hartung and recorded in Liber 205, folio 12, among the Land Records of Allegany County, Maryland, and running thence with the fourth line of the sforesaid deed reversed, South 81.5 degrees East 100 feet to an eight foot alley, then with the West side of said alley, South 8.5 degrees West 25 feet to a thirteen foot alley, then with the North side of said alley, North 81.5 degrees West 100 feet to Tilghman Street, then with the East side of Tilghman Street, North 8.5 degrees East 25 feet to the beginning.

IT BEING the same property which was conveyed to ANNA S. HARTUNG by THE REAL ESTATE AND BUILDING COMPANY OF CUMBERLAND, MD. by deed dated September 15, 1949 and recorded in Liber 226, folio 367 among the Land Records of Allegany County, Maryland.

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 Anna S. Hartung

her heirs, executors, administrators or assigns, do and shall pay to the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

or assigns, the aforesaid sum of Eighteen Hundred Dollars

(\$1800.00)

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 her part to be performed, then this mortgage shall be void.

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

ANNA S. HARTUNG, divorced

\_\_\_\_\_ 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 ANNA S. HARTUNG

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 SECOND NATIONAL BANK OF CUMBERLAND, its successors

heirs, executors, administrators and assigns, or GORMAN E. GETTY 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 \_\_\_\_\_

ANNA S. HARTUNG, her 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. her representatives, heirs or assigns.

And the said ANNA S. HARTUNG

\_\_\_\_\_ 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 Eighteen Hundred Dollars (\$1800.00)

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 ~~now~~ or assigns, to the extent of its ~~same~~ 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 \_\_\_\_\_  
\_\_\_\_\_

Anna S. Hartung [Seal]  
ANNA S. HARTUNG

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 29th day of November  
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  
**ANNA S. HARTUNG, divorced**

and she acknowledged the foregoing mortgage to be her  
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.

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

*Chas. S. Shaw*  
Notary Public



FILED AND RECORDED NOVEMBER 30<sup>th</sup> 1954 at 10:00 A.M.

**This Mortgage,** Made this 29th day of November  
in the year Nineteen Hundred and Fifty-four, by and between

**Merle G. Kelly and Roy P. Kelly, her husband,**

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

**First 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 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 Eight Thousand (\$8,000.00) 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-seven Dollars and Fifty-two Cents (\$67.52) beginning on the ~~first~~ day of ~~January~~, 1954, and a like and equal sum of not less than Sixty-seven Dollars and Fifty-two Cents (\$67.52) on the said 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 debt together with the interest due thereon shall become due and payable 10 years from the date of this mortgage.

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

Merle G. Kelly and Roy P. Kelly, her husband,

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

First National Bank of Cumberland, its successors

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

All that lot, piece or parcel of ground lying and being on the northerly side of LaVale Terrace known and designated as part of Lots Nos. 14 and 15 and also land in the rear of Lots Nos. 14 and 15 in the annex to the National Highway Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 103 among the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake on the northerly side of LaVale Terrace at the end of 9.27 feet on the first line of Lot No. 14 in said addition, and running then with said LaVale Terrace South 42 degrees 20 minutes West 62 feet, then North 47 degrees 40 minutes West 220 feet to the southerly side of an alley, then with said alley North 42 degrees 20 minutes East 62 feet and then South 47 degrees 40 minutes East 220 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by two deeds, the first from the Cumberland Realty and Storage Company dated April 20, 1949, recorded in Liber No. 225, folio 96 Allegany County Land Records, and the second from D. Clifford Goodfellow, Attorney in Fact, dated May 21, 1951, recorded in Liber No. 234, folio 621 Allegany County Land Records.

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 Merle G. Kelly and Roy P. Kelly, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said

First National Bank of Cumberland, its successors

~~executors, administrators or assigns~~ or assigns, the aforesaid sum of

Eight Thousand & 00/100 - - - (\$8000.00) 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 \_\_\_\_\_

Marle G. Kelly and Roy P. Kelly, her husband,

\_\_\_\_\_ 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 Marle G. Kelly and Roy P. Kelly,

her husband,

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 First National

Bank of Cumberland, its successors

~~heirs, executors, administrators~~ and assigns, or Harry I. Steiner 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 Marle G. Kelly

and Roy P. Kelly, her husband, 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 Marle G. Kelly and Roy P. Kelly, her husband,

\_\_\_\_\_ 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

Eight Thousand & 00/100 - - - (\$8000.00) - - - - - 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 ~~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:

T. V. J. E.  
T. V. J. E.

Marle G. Kelly [SEAL]  
Roy P. Kelly [SEAL]  
\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 29th day of November  
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  
Merle G. Kelly and Roy P. Kelly, her husband,  
and they acknowledged the foregoing mortgage to be their  
act and deed; and at the same time before me also personally appeared A. 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 for forth.

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



Elizabeth S. Masfield  
Notary Public.  
My Commission expires May 2, 1955

Compared and ~~signed~~ Witnessed  
To Rock Lodge City  
Nov 13 1954

FILED AND RECORDED NOVEMBER 30<sup>th</sup> 1954 at 1:00 P.M.

This Mortgage, Made this 29TH day of NOVEMBER in the  
year Nineteen Hundred and fifty-four \_\_\_\_\_ by and between \_\_\_\_\_  
Harvey F. Huffman and Mary T. Huffman, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, party 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  
Forty-three Hundred & 00/100 - - - - (\$4300.00) - - - - - 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 ~~Forty-three & 00/100~~ - - - - (\$43.00) - - - - 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 lot or parcel of ground situated on the north-westerly side of "B" Street and known as part of Lot No. 70 in the National Highway Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 40, one of the Plat Records of Allegany County, Maryland, which part of said Lot No. 70 hereby intended to be conveyed, is more particularly described as follows, to-wit:

Beginning for said part hereby intended to be conveyed at a point on the second line of said whole lot, distant South 58 degrees 10 minutes East 175 feet from the beginning of said second line and continuing then with the remainder of said second line, South 58 degrees 10 minutes East 75 feet to the westerly side of "B" Street, then with it, North 31 degrees 50 minutes East 50 feet to the end of the second line of Lot No. 69 in said addition, <sup>then</sup> reversing part of said second line of Lot No. 69, North 58 degrees 10 minutes West 75 feet, and then crossing the whole Lot No. 70, South 31 degrees 50 minutes West 50 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Melvin M. Norris et ux, dated October 19, 1949, which is recorded in Liber No. 226, folio 595 one of the Land Records of Allegany County, Maryland, and being the same property which is conveyed in a deed from John C. Blocher to the said Harvey F. Huffman 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.

Including the sewer line easement over the remainder of Lot No. 70 in said addition to the sewer line on "A" Street which is more fully set forth in the deed from Annie P. Norris et al, to Melvin M. Norris dated November 5, 1943 which is recorded in Liber No. 198, folio 6 one of the Land Records of Allegany County, Maryland, to which deed reference is hereby specifically made for a full description of said easement.

"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 ag-

gregate 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 Forty-three Hundred & 00/100 - - (\$4300.00) - - - - 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:

*James L. Davis*

*Harvey F. Huffman* [SEAL]  
Harvey F. Huffman  
*Mary T. Huffman* [SEAL]  
Mary T. Huffman

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29TH day of NOVEMBER

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

Harvey F. Huffman and Mary T. Huffman, 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.

*James L. Davis*  
Notary Public.

FILED AND RECORDED NOVEMBER 30<sup>th</sup> 1954 at 2:00 P.M.

**This Mortgage,** Made this 26<sup>th</sup> day of November,  
in the year Nineteen Hundred and Fifty Four, by and between

Perry W. Rice and Jessie Rice, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Edward A. Keeney and May V. Keeney, his wife,

of Bedford County, in the State of Pennsylvania

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Edward A. Keeney and May V. Keeney, his wife, as tenants by the entireties, in the full and just sum of Three Thousand (\$3,000.00) Dollars, for which they have given their promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars, interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be applied first to interest, balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

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, piece or parcel of ground situated, lying and being at the corner of Maryland Avenue and Emily Street, in Cumberland, Allegany County, Maryland, which is more particularly described as follows:

Beginning at the intersection of the Westerly side of Maryland Avenue with the Southerly side of Emily Street, and running thence with the Westerly side of Maryland Avenue, South 15 degrees 30 minutes East 22 feet to the beginning of the deed from James E. Ferrin and others to Charlotte E. McNeil, dated



September 1, 1926, and recorded in Liber No. 153, folio 587; and running thence reversing the fourth line of said deed, South 74 degrees 50 minutes West 63 feet, to the fourth line of the lot conveyed by Dennis A. Perrin and wife, to James E. Perrin, dated August 2, 1900, and recorded among the Land Records of Allegany County, in Liber No. 87, folio 393; thence with part of said fourth line, North 15 degrees 30 minutes West 22 feet to the Southerly side of Emily Street; thence with it, North 74 degrees 50 minutes East 63 feet to the beginning.

Being the same property conveyed by Leigh Hammond et al to Perry W. Rice by deed dated June 23, 1929, and recorded in Liber No. 161, folio 72, one of the Land Records of Allegany County, Maryland, and subject to the sewer rights as therein set out. Reference to said deed 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 \_\_\_\_\_

- - - - -Three Thousand (\$3,000.00) 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 \_\_\_\_\_ 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 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                      their 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 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 mortgagees, 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

James A. Perrin  
James A. Perrin

Perry W. Rice [SEAL]  
Perry W. Rice  
Jessie Rice [SEAL]  
Jessie Rice

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 26<sup>th</sup> day of November,

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

Perry W. Rice and Jessie Rice, his wife,

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

O. Eugene Perrin, Agent for

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 forth, and that he is the Agent of said mortgagees, and duly authorized by them to make this affidavit.



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

James A. Perrin  
Notary Public.

FILED AND RECORDED NOVEMBER 30<sup>th</sup> 1954 at 1:00 P.M.

purchase money

**This Mortgage**, Made this 29<sup>TH</sup> day of NOVEMBER in the

year Nineteen Hundred and fifty-four by and between \_\_\_\_\_

Marie D. Ingle, single, and Margaret S. Ingle, single,

\_\_\_\_\_ 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

Twelve Thousand & 00/100 - - - - - (\$12,000.00) - - - - - Dollars,which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:By the payment of Ninety-eight & 04/100 - - (\$98.04) - - - - - 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 land situated on the northerly side of Kent Avenue, in the City of Cumberland, Allegany County, Maryland, known as Lot No. 11, Block No. 18, shown on the amended plat of "Cumberland Heights Addition", a plat of which said addition being filed in Liber 1, folio 43, among the Plat Records of Allegany County, Maryland, said lot being described as follows, to-wit:

Beginning for the same at a point on the northerly side of Kent Avenue at the end of the first line of Lot No. 10, Block 18 in said addition, it being distant 86 feet measured in an easterly direction along the northerly side of Kent Avenue from its intersection with the easterly side of a 20 foot alley, just east of Louisiana Avenue and running then with the northerly side of Kent Avenue South 51 degrees 18 minutes East 43 feet, then at right angles to said Kent Avenue North 38 degrees 42 minutes East 110 feet, then with a line parallel to Kent Avenue, North 51 degrees 18 minutes West 43 feet to the end of the second line of the aforesaid Lot No. 10, and then reversing said second line South 38 degrees 42 minutes West 110 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clyde S. Slider and Catherine E. Slider, his wife, 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 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 Twelve Thousand & 00/100 - - - (\$12,000.00) - - - 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 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:

*Marie D. Ingles* [SEAL]  
Marie D. Ingles  
*Margaret S. Ingles* [SEAL]  
Margaret S. Ingles

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29TH day of NOVEMBER,

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

Marie D. Ingles, single, and Margaret S. Ingles, single,

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 W. Legge*  
Notary Public.

Cumberland and Market Streets  
Morgue City  
Dec 13 1954

LIBER 308 max 506

FILED AND RECORDED DECEMBER 1<sup>st</sup> 1954 at 2:30 P.M.

**This Mortgage,** Made this 30<sup>th</sup> day of

November in the year nineteen hundred and Fifty-four, by and between  
ROY E. LAFFERTY and MYRTLE T. LAFFERTY, 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 Roy E. Lafferty and Myrtle T. Lafferty, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of  
TWENTY-FIVE HUNDRED (\$2,500.00) -----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 December 31, 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  
Roy E. Lafferty and Myrtle T. Lafferty, his wife

do 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 about three miles Northwest of Cumberland, Allegany County, Maryland, it being part of Lot No. 28 of Braddock Farm Addition, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing on the Southeast side of Maryland Street, it being the beginning of parcel of land conveyed from George Stern to Thomas W. Howsare, et ux., dated the 29th day of January, 1929, and recorded in Liber L.L.S. No. 160, folio 9, one of the Land Records of Allegany County, and running with the Southeast side of Maryland Street, and with part of the first line of said Thomas W. Howsare deed, (vernier readings reduced to magnetic bearings as of the original survey, and with horizontal measurements), North 39 degrees and 54 minutes East 93.2 feet to an iron pipe stake, thence leaving said street and running South 50 degrees and 52 minutes East 101.44 feet to an iron pipe stake standing on the seventh line of deed from DeWarren H. Reynolds, Executor to James Clark, dated the 31st day of December, 1903, and recorded in Liber No. 94, folio 275, one of the Land Records of Allegany County, Maryland, and reversing said line and with an old fence line, South 86 degrees and 51 minutes West 138.75 feet to the beginning.

Also, all that lot or parcel of ground situated near and adjoining Braddock Farms Addition to Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:



BEGINNING for the same at an iron pipe stake standing on the fourth line of track of ground conveyed by The Consolidation Coal Co., to George W. Brown et ux., by deed dated the 22nd day of December, 1941, and recorded in Liber R. J. No. 192, folio 397, one of the Land Records of Allegany County, said stake also stands at the end of the second line of parcel of ground conveyed by Thomas W. Howsare et ux. to Roy E. Lafferty et ux., by deed dated the 26th day of October, 1937, and recorded in Liber R. J. No. 179, folio 239, one of the Land Records of Allegany County, thence at right angles to the said second line, south 39 degrees 08 minutes West 93-2/10 feet to a stake, thence parallel to the said second line, but in a reverse direction, North 50 degrees and 52 minutes West 102-84/100 feet to the beginning of the said Roy E. Lafferty deed, said point of beginning is also on the fourth line of the aforementioned tract conveyed by The Consolidation Coal Co. to George W. Brown et ux., thence reversing said fourth line and running North 87 degrees and 20 minutes East 138-75/100 feet to the beginning. Containing 4,343 square feet, more or less.

It being the same property which was conveyed unto the said Mortgagors by Milton Gerson, Trustee, by deed dated July 31st, 1947, and recorded in Liber 216, folio 358, 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-five hundred (\$2500.00)-----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 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 -----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:

Roy E. Lafferty (SEAL)  
Roy E. Lafferty

James M. Sorley Myrtle T. Lafferty (SEAL)  
Myrtle T. Lafferty

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30<sup>th</sup> day of November 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

Roy E. Lafferty and Myrtle T. Lafferty, 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. Sorley  
Notary Public

*Indorsed by Aden M. Campbell*  
*To the order of the First National Bank of Piedmont, W. Va.*

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1964 at 3:45 P.M.

THIS MORTGAGE, Made this 7<sup>th</sup> day of December, in the year one thousand nine hundred and fifty four, by and between Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, of Mineral County, West Virginia, parties of the first part, and Aden M. Campbell of Mineral County, West Virginia, party of the second part, WITNESSETH:

WHEREAS, the said Aden M. Campbell of Mineral County, West Virginia, in consideration of the execution of these presents, has agreed to indorse a Promissory Note of the said Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, for an amount in the sum of Fifteen Hundred Dollars (\$1,500.00), which note is dated of even date herewith, made payable for said sum unto the order of the First National Bank of Piedmont, West Virginia, with interest at the rate of Six Percent (6%) per Annum;

NOW THEREFORE, THIS MORTGAGE, WITNESSETH, that, in consideration of the premises, the said Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, do hereby grant unto the said Aden M. Campbell, all of the following described real estate situated and located in the village of McGoole, Maryland, containing 2.78 acres, more or less, which is more particularly described by metes and bounds and is the same property as described in that certain deed made by Claborn Alonzo Ripley et ux, unto the said parties of the first part herein, by deed dated January 28, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No; 238, Folio 16. ALSO all of the following described personal property located upon the aforesaid real estate and within the improvements located thereon, namely, the Deep Freeze Refrigerator, All Household Furniture, Farm Emplements and equipment, and Tractor.

TOGETHER with all of the improvements thereon, and the rights and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted real estate and personal property unto the said Aden M. Campbell, his heirs and assigns, forever, in fee simple; provided that if the said Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, shall pay or take up at or before maturity the Promissory Note aforesaid indorsed by the said Aden M. Campbell, so as to protect the said Aden M. Campbell from all liability therefor, then this Mortgage shall be void.

AND it is agreed that, until default be made by the said Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, they shall retain possession of the premises hereby mortgaged.

BUT if the said Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, shall fail to pay or take up the note aforesaid, so that the said Aden M. Campbell shall become liable therefore, then it shall be lawful for the said Aden M. Campbell, or his Attorney, Horace P. Whitworth



Jr., to sell the said Mortgaged premises at public auction for cash, after giving at least Twenty day's public notice of the time, place, manner and terms of sale in some newspaper printed in said Allegany County, prior to the day of sale, and to apply the proceeds of such sale, first, to the payment of the expenses attending said sale, including a commission of Eight Percent to the Attorney making said sale, and secondly, to the payment of the said note then due and indorsed by the said Aden A. Campbell until it shall be fully paid, with the expenses thereon, and then to pay the surplus of said proceeds of sale, if any, to the said parties of the first part herein.

AS WITNESS our hands and seals the year and day first above written.



Thomas V. Shoemaker (SEAL)  
Thomas V. Shoemaker

Ruth I. Shoemaker (SEAL)  
Ruth I. Shoemaker

Aden A. Campbell  
Witness.

STATE OF Maryland, COUNTY OF Allegany. TO WIT:

I hereby certify that on this 7th day of December, 1954; before me, a Notary Public of the State and County aforesaid, personally appeared Thomas V. Shoemaker and Ruth I. Shoemaker, his wife, and did each acknowledge the aforesaid Mortgage as their voluntary act and deed, and at the same time before me also personally appeared Aden A. Campbell, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Orville L. Ravenscroft  
Notary Public Seal.

My Commission Expires May 2nd 1955