

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

Completed and Mailed *Rec'd*
To *Rec'd in the register city*
Dec 19 1907

THIS MORTGAGE WAS MADE FOR THE PURPOSE OF SECURING THE
PURCHASE MONEY

This Mortgage. Made this 22nd day of August
in the year Nineteen Hundred and Fifty FOUR, by and between
Clara Elizabeth Hutton

of ALLEGANY County, in the State of Maryland
part of the first part, and
Harry K. Leasure and Rachel I. Leasure, his wife,

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

Whereas, the party of the first part is justly and bona
fide indebted unto the parties of the second part in the full
and just sum of nine hundred (\$900.00) dollars, and which said
sum shall bear interest at the rate of six per cent (6%) per
annum; and the said principal sum and interest shall be repaid
in equal monthly installments of twenty-five (\$25.00) dollars
each, out of which said monthly payments first shall be computed
and deducted the interest on the unpaid principal balance and the
balance of said payment to be applied to the reduction of said
principal sum, the first of which monthly installments shall be-
come due and payable one month from the date hereof and monthly
thereafter on the same day of each succeeding month until 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 there-
of, together with the interest thereon, the said Clara Elizabeth Hutton

does give, grant, bargain and sell, convey, release and confirm unto the said
Harry K. Leasure and Rachel I. Leasure, his wife, their

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

ALL that part of that lot or parcel of land in the Village of
Shipintown, Allegany County, Maryland, and more particularly
described as follows, to-wit:

BEGINNING at a stake at the end of 259.7 feet on a line drawn
parallel with the edge of the pavement of the Baltimore Pike, North
71 degrees 15 minutes west from an iron pin in the place of a stone,
the beginning of the original lot; thence with said Pike, North 71
degrees 15 minutes west 94.0 feet to a point at the junction with
the County Road; thence with the road, North 47 degrees 15 minutes
East 174.1 feet to a point in the road at the end of the third line
of lot sold to Gibson, and with the fourth line of said lot, South
14 degrees 25 minutes west 153.0 feet to the beginning.

Mailed
 Compared and ~~Mailed~~ Delivered &
 To *Carl E. Thompson City City*
Dec 13 1954

FILED AND RECORDED DECEMBER 2ND 1954 at 9:40 a.m.
 PURCHASE MONEY

This Mortgage, Made this 24th day of August
 in the year Nineteen Hundred and Fifty FOUR, by and between
 Clara Elizabeth Hutton

of Allegany County, in the State of Maryland

part y of the first part, and
 Harry R. Leasure and Rachel I. Leasure, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Nine Hundred (\$900.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum; and the said principal sum and interest shall be repaid in equal monthly installments of twenty-five (\$25.00) Dollars each, out of which said monthly payments first shall be computed and deducted the interest on the unpaid principal balance and the balance of said payment to be applied to the reduction of said principal sum, the first of which monthly installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until 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 Clara Elizabeth Hutton

does give, grant, bargain and sell, convey, release and confirm unto the said Harry R. Leasure and Rachel I. Leasure, his wife, their

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

ALL that part of that lot or parcel of land in the Village of Gispintown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake at the end of 259.7 feet on a line drawn parallel with the edge of the pavement of the Baltimore Pike, North 71 degrees 15 minutes West from an iron pin in the place of a stone, the beginning of the original lot; thence with said Pike, North 71 degrees 15 minutes West 94.0 feet to a point at the junction with the County Road; thence with the road, North 47 degrees 15 minutes East 174.1 feet to a point in the road at the end of the third line of lot sold to Gibson, and with the fourth line of said lot, South 14 degrees 25 minutes West 153.0 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.

Provided, that if the said Clara Elizabeth Hutton, her

heirs, executors, administrators or assigns, do and shall pay to the said Harry K. Leasure and Rachel I. Leasure, his wife, their executors, administrators or assigns, the aforesaid sum of

nine hundred (\$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 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

Clara Elizabeth Hutton

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 Clara Elizabeth Hutton

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

Harry K. Leasure and Rachel I. Leasure, 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 ~~Clara~~ Allegheny County, ~~to said 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

Clara Elizabeth Hutton, 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 Clara Elizabeth Hutton

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

nine hundred (\$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 mortgagees, their heirs or assigns, to the extent of ~~XXXXXXEXEX EXEXEX EX EXEXE~~ 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 mortgagor:

Attest:

Eleanor Rice

Clara Elizabeth Hutton [SEAL]
Clara Elizabeth Hutton

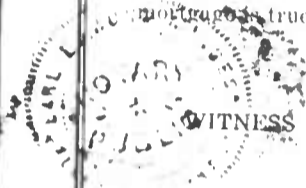
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of August
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Clara Elizabeth Hutton

and acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared
Harry R. Leasure and Rachel I. Leasure, 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 forth.



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

Edgar Edmund Mangan
Notary Public.

Compared and Made-Delivered
to Geo. H. Lloyd City
Dec. 2 1954

FILED AND RECORDED DECEMBER 2nd 1954 at 11:45 A.M.

This Mortgage, Made this 30th day of NOVEMBER in the
year Nineteen Hundred and fifty-FOUR by and between
Gordon Sutherland and Caroline L. Sutherland, 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
Eight Thousand Six Hundred Forty & 00/100 - - (\$8640.00) - 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 Fifty-four & 69/100 - - - (\$54.69) - - - 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:

Parcel No. 1: All that lot or parcel of land, situated in the City of Baltimore, Maryland, known as Lot No. 17, in First Addition to the subdivision of the property of the late William H. Harden, deceased, and his wife, Evelyn G. Harden, deceased, as shown on the plat of said subdivision, recorded among the Land Records of Allegany County, Maryland, in Flat Case Box 90, said lot being described as follows, to-wit:

Beginning at the corner of the lot of the late William H. Harden, deceased, and his wife, Evelyn G. Harden, deceased, on the north side of Long Avenue, North 40 degrees 21 minutes East 40 feet to the division line between lots Nos. 17 and 18 in said addition; then with the whole of said division line and parallel with Second Street, North 40 degrees 21 minutes East 120 feet to the southerly side of said alley; then with said side of said alley and parallel with Long Avenue, South 40 degrees 21 minutes East 40 feet to the southerly side of Second Street; then with said side of said street, South 40 degrees 21 minutes East 120 feet to the place of beginning.

Parcel No. 2: All that piece or parcel of land, being a part of the lot of the late William H. Harden, deceased, and his wife, Evelyn G. Harden, deceased, in the City of Baltimore, Maryland, known as Lot No. 17, in First Addition to the subdivision of the property of the late William H. Harden, deceased, and his wife, Evelyn G. Harden, deceased, as shown on the plat of said subdivision, recorded among the Land Records of Allegany County, Maryland, in Flat Case Box 90, said lot being described as follows, to-wit:

Beginning at a point on the north side of Long Avenue, North 40 degrees 21 minutes East 40 feet from the southerly side of said alley and parallel with Long Avenue with the whole of said division line and parallel with Second Street, North 40 degrees 21 minutes East 120 feet to the southerly side of said alley; then with said alley South 40 degrees 21 minutes East 40 feet to the southerly side of Second Street; then with said side of said street, South 40 degrees 21 minutes East 120 feet to the place of beginning.

Being the same property which was conveyed unto the said mortgagee by the first part by deed of William H. Harden and Evelyn G. Harden, his wife, dated the 26 day of November, ¹⁹⁵⁴ and 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 or 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 outlined as 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 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 Eight Thousand Six Hundred Forty & 00/100 - (\$8640.00) 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 evi-

dencing 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

Stanley Sutherland [SEAL]
Stanley Sutherland

Caroline L. Sutherland [SEAL]
Caroline L. Sutherland

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

Stanley Sutherland and Caroline L. Sutherland, 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 DECEMBER 2nd 1954 at 11:45 A.M.
purchase money

This Mortgage, Made this 29th day of NOVEMBER in the
year Nineteen Hundred and fifty-four by and between

Billy J. (Gaily) Lepley and Donald E. Lepley, her husband,

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 Thirteen Thousand Fifty & 00/100 - - - - (\$13,500.00) - - - 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 Eighty-two & 55/100 - - - (\$82.55) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that certain lot, piece or parcel of land situated on the southeast side of the Bedford Road, in Election District No. 10, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows:

Beginning for the same at a stake on the easterly side of the Bedford Road, said stake being at the end of the third line of the property conveyed in a deed from John L. Stewart, et ux, to the said Frank J. Frette, said deed being dated November 2, A. D. 1948 and recorded among the Land Records of Allegany County, State of Maryland, in Liber No. 223, folio 78, and running then with said easterly side of said Bedford Road North 36 degrees East 100 feet to a stake on the southerly line of a roadway of 20 feet even width; then along and with said roadway South 53 degrees 30 minutes East 200 feet to a stake; then South 36 degrees West 108.9 to a stake on the third line of the aforesaid property; then with a part of said third line North 50 degrees 30 minutes West 200.3 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Stephen H. Wandless and Mary Martha Wandless, his wife, of even date, which is intended to be recorded among

dencing 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

Stanley Sutherland [SEAL]
Stanley Sutherland

Caroline L. Sutherland [SEAL]
Caroline L. Sutherland

State of Maryland,

Allegany County, to-wit:

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

in the year nineteen Hundred and Fifty-SEVEN, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Stanley Sutherland and Caroline L. Sutherland, 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 DECEMBER 2nd 1954 AT 11:45 A.M.

purchase money
This Mortgage, Made this 29th day of NOVEMBER in the
 year Nineteen Hundred and fifty-four by and between

Billy J. (Golly) Lopley and Donnie E. Lopley, Non-Resident,

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 Thirteen Thousand Fifty & 00/100 - - - (\$13,500.00) 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 Eighty-two & 55/100 - - - (\$82.55) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that certain lot, piece or parcel of land situated on the southeast side of the Bedford Road, in Election District No. 10, in Allegany County, in the State of Maryland, and described by meter and bounds, and courses and distances, as follows:

Beginning for the same at a stake on the easterly side of the Bedford Road, said stake being at the end of the third line of the property conveyed in a deed from John L. Stewart, et ux, to the said Frank J. Frette, said deed being dated November 2, A. D. 1948 and recorded among the Land Records of Allegany County, State of Maryland, in Liber No. 223, folio 78, and running then with said easterly side of said Bedford Road North 36 degrees East 100 feet to a stake on the southerly line of a roadway of 20 feet even width; then along and with said roadway South 53 degrees 30 minutes East 200 feet to a stake; then South 36 degrees West 108.9 to a stake on the third line of the aforesaid property; then with a part of said third line North 50 degrees 30 minutes West 200.3 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Stephen H. Wandless and Mary Martha Wandless, 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 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 Thirteen Thousand Fifty & 00/100 (\$13,050.00) 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 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

Betty J. (Getty) Lepley [SEAL]
Betty J. (Getty) Lepley

Donald K. Lepley [SEAL]
Donald K. Lepley

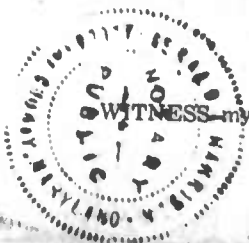
State of Maryland,
Allegany County, to-wit:

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

Betty J. (Getty) Lepley and Donald K. Lepley, 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. Hanna
Notary Public.

Compared and Made Delivered
To *Lee N. Leggett*
11/23/54

FILED AND RECORDED DECEMBER 2nd 1954 at 11:45 A.M.

This Mortgage, Made this 20th day of NOVEMBER in the

year Nineteen Hundred and fifty-four by and between
James P. Bice and Lula R. Bice, 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 Five Thousand Five Hundred & 00/100 - - - (\$5,500.00) - - 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 & 96/100 - - - (\$44.96) - - - 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:

All that piece or parcel of ground lying and being on Cecelia Street, in the City of Cumberland, and described as follows, to-wit:

Beginning for the same at a point on the north side of Cecelia Street, distant South 14 1/2 degrees East 100 feet from the point of intersection of the easterly side of the alley in the rear of William F. Dillon's property (in 1906) on Park Street, with the south side of the alley between Cecelia Street and Emily Street, and running then with the north side of Cecelia Street, North 75 1/2 degrees East 30 feet, then at right angles to said north side of Cecelia Street, and parallel with Maryland Avenue, North 14 1/2 degrees West 100 feet to the south side of said alley between Cecelia Street and Emily Street, then with said side of said alley, and parallel with Cecelia Street, South 75 1/2 degrees West 30 feet to the point of intersection of said last mentioned alley, with the east side of the alley in the rear of the Dillon lot, and running then at right angles to said alley between Emily and Cecelia Streets, South 14 1/2 degrees East 100 feet to the beginning.



Being the same property which was conveyed to James P. Bice and Lula R. Bice, his wife, by deed from George W. Legge, Trustee, dated August 18, 1948, and recorded in Liber No. 221, folio 705 etc. Land Records of Allegany County, Maryland.

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

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

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

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

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

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

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

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

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred & 00/100 - - (\$5,500.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its 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:

Russell Riggs [Signature] *James P. Bice* [Signature] [SEAL]
Lula R. Bice [Signature] [SEAL]
James P. Bice [Printed Name] *Lula R. Bice* [Printed Name]

OHIO
State of Maryland,
WAYNE
Alleghany 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~~ ^{Ohio}, in and for said County, personally appeared
James P. Bice and Lula R. Bice, 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~~
WITNESS my hand and Notarial Seal the day and year aforesaid.



RUSSELL RIGGS, Notary Public
My Commission Expires Dec. 29, 1954
Russell Riggs [Signature] X
Notary Public.

STATE OF OHIO
COUNTY OF WAYNE

I, H. W. Norton, Clerk of the Common Pleas Court of Wayne County, Ohio, the same being a court of record of the aforesaid county, having by law a seal, do hereby certify that Russell Riggs, Esquire, whose name is subscribed to the foregoing certificate of acknowledgment, proof or affidavit, was at the time of making said acknowledgment, proof or affidavit, a Notary Public, duly commissioned and sworn and residing in said county, and was, as such, an officer of said state duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe that the signature to the foregoing certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of November

H. W. Norton [Signature]
Clerk of Common Pleas Court
By *Pauline Fryer* [Signature] Deputy

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 22nd day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, 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.

My Commission expires

March 26, 1956

Gerald L. Harrison
Gerald L. Harrison, Notary Public



Compared and Master Delivered

in Allegany City

Dec 13 1954

FILED AND RECORDED DECEMBER 3rd 1954 at 9:45 A.M.

This Mortgage,

Made this

2nd

day of

December

in the year nineteen hundred and fifty-four

, by and between

Harold S. Malin, unmarried,

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

Harold S. Malin, unmarried,

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 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 March 31, 1955

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

Harold S. Malin, unmarried,

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 lying and being in the City of Cumberland, Allegany County, Maryland, known and distinguished as Lot No. 6 on a plat made by Denton D. Brown and more particularly described as follows, to-wit:



BEGINNING for the same at a stone planted at the end of the first line of Lot No. 5 on said plat and running thence with Harrison Street, North 72 degrees East 47 feet 3 inches to a planted stone; thence North 9½ degrees West 45 feet to the outlines of the whole lot as plotted as aforesaid and therewith South 72-¾ degrees West 53 feet 9 inches to the end of the second line of said Lot No. 5; thence running with said lot to the place of beginning.

Excepting, however, from the above described property all that strip of ground conveyed to the Mayor and City Council of Cumberland, Maryland, a municipal corporation, for the purpose of widening Liberty Street, located in said City, by deed dated the 29th day of November, 1934, and recorded among the aforesaid Land Records in Liber No. 171, folio 663, a reference to which said deed is hereby particularly made.

It being the same property which was conveyed unto the said Mortgagor by Charles M. Mansbach and George W. Mansbach,

Surviving Executors and Trustees under the Last Will and Testament of Harry H. Mansbach, deceased, by deed dated the 28th day of February, 1946, and recorded among the Land Records of Allegany County in Liber 207, folio 392.

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

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

_____(SEAL)

James M. Sosley

Harold S. Malin (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of December 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

Harold S. Malin, 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.

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



James M. Sosley
Notary Public

FILED AND RECORDED DECEMBER 3rd 1954 at 12:15 P.M.
purchase money
This Mortgage, Made this 2nd day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between
Harry R. Yeager and Leoda Mae Yeager, 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 Seven Thousand Four Hundred Seventy & 00/100- (\$7470.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-seven & 28/100 - - - (\$47.28) - - - 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 lying and being near the City of Cumberland, in Allegany County, Maryland, which is known and designated as a part of Lot No. 25 on the plat of the Bedford Realty Company's Addition to Cumberland, which is recorded in Liber No. 121, folio 731, which is particularly described as follows, to-wit:

Beginning for the same at a stake standing at the northwest corner of Lot No. 25 of the aforementioned addition, said stake stands on the southwest side of Regina Avenue, and running then with Regina Avenue South 49 degrees and 35 minutes East 25 feet to a stake, then South 40 degrees and 25 minutes West 105 feet to a stake, then North 49 degrees and 35 minutes West 25 feet to a twelve foot alleyway, then with said alley-way North 40 degrees 25 minutes East 105 feet to the beginning.

Being the same property which ^{was} conveyed unto the parties of the first part by deed of Owen C. Smith and Cinderella F. Smith, 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 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 Four Hundred Seventy & 00/100 --- --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

Witness, the hand and seal of said mortgagors.

Attest:

George I. Hanna [SEAL]
 Harry R. Yeager
Leoda Mae Yeager [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2nd day of DECEMBER
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 R. Yeager and Leoda Mae Yeager, 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 I. Hanna
Notary Public.

Compared and Mailed ~~to~~ to

Mt Greer City
Dec 13 19 54

FILED AND RECORDED DECEMBER 3rd 1954 at 12:05 P.M.

THIS MORTGAGE, Made this 29th day of November,
1954, by and between CHANCEY LEON SHIREY and MARGARET M. SHIREY,
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 Three Hundred (\$3,300.00) 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 Thirty Six Dollars and Sixty Four Cents (\$36.64) on account of interest and principal, payments to begin on the 30th 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 of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL those lots or parcels of ground situated in Cellulose City, Allegany County, Maryland, known and designated as Lots Numbers Forty-four (44) and Forty-five (45) in Section "A" on the plat of said Addition. A plat of which Addition with the description of the said lots is recorded in Liber 125, folio 551 of the Land Records of Allegany County, Maryland; it being part of the same lot or parcel of ground as conveyed to Jacob Gross by The Cellulose City Company and Joseph H. Lippold, attorney for John B. Gunning, by deed dated December 10th, 1918, and recorded among the Land Records of Allegany County in Liber 125, folio 640.

It being the same property conveyed to the parties of the first part by Ethel Moorehead Tretapoe, unmarried, by deed dated the 9th day of June, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber 180, folio 608.

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 Three Hundred (\$3,300.00) 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 Three Hundred (\$3,300.00) 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;

Chancey Leon Shirey (SEAL)
Chancey Leon Shirey

A. A. Helmick

Margaret M. Shirey (SEAL)
Margaret M. Shirey

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 29th day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHANCEY LEON SHIREY and MARGARET M. SHIREY, 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. Hehlich
Notary Public
My Commission expires May 2, 1955

Compared and ~~Mailed~~ Delivered *5*
To *Mtgel City*
Dec 13 19 54

FILED AND RECORDED DECEMBER 3rd 1954 at 3:30 P.M.

This Mortgage, Made this *3rd* day of

~~November~~ *December* in the year nineteen hundred and Fifty-four, by and between
ADAIR F. WHITE and LORA L. WHITE, 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 Adair F. White and Lora L. White, his wife

stand indebted unto the said The Liberty Trust Company in the just and full sum of SIXTY-FIVE HUNDRED (\$6,500.00) ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 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 March 31, 1955.



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

Adair F. White and Lora L. White, 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 two lots or parcels of ground known as Lots Nos. 96 and 97

of the Bannockburn Addition to the City of Cumberland, Maryland, which said lots are more particularly described as follows, to-wit:

LOT NO. 96: BEGINNING at the intersection of the South side of Michigan Avenue with the east side of Lagonda Street, and running thence with the South side of said Avenue, South 47 degrees 30 minutes east, 77.3 feet, thence South 42 degrees 30 minutes west 100 feet to the North side of an alley 12 feet wide, thence with the North side of said alley, North 47 degrees 30 minutes west 51.9 feet to the East side of Lagonda Street, thence with the East side of said Street, North 28 degrees 18 minutes east, 103.1 feet to the beginning.

Being the same property conveyed by Mary E. Hubbs, widow, unto the said Mortgagors by deed dated the 26th day of September, 1944, and recorded in Liber No. 201, folio 459, one of the Land Records of Allegany County.

LOT NO. 97: BEGINNING at a point on the South side of Michigan Avenue at the end of the first line of Lot No. 96, and running thence with the South side of said Avenue, South 47 degrees 30 minutes east 40 feet, thence South 42 degrees 30 minutes west 100 feet to an alley 12 feet wide, thence with the North side of said alley, North 47 degrees 30 minutes west 40 feet to the end of the second line of Lot No. 96, and thence with it reversed, North 42 degrees 30 minutes east 100 feet to the beginning.

Being the same property conveyed by William V. Fairall and Mary E. Fairall, his wife, unto the said Mortgagors by deed dated the 4th day of April, 1952, and recorded in Liber No. 239, folio 418, one of the Land Records of Allegany County.

This obligation is additionally secured by a Chattel Mortgage covering a 1954 Dodge sedan, which Chattel Mortgage is executed by the same parties as this mortgage and bears even date herewith. The two instruments are intended to secure the same obligation as above set forth.

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 Sixty-five hundred (\$6500.00) ----- 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

Sixty-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:

Adair F. White (SEAL)
Adair F. White

George Smith Lora L. White (SEAL)
Lora L. White

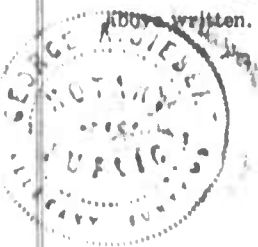
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

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 the county aforesaid, personally appeared

Adair F. White and Lora L. White, 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.



George A. Siebert
Notary Public

FILED AND RECORDED DECEMBER 3rd 1954 at 12:05 P.M.

THIS MORTGAGE, Made this 26th day of November, 1954, by and between RAYMOND R. MILLER, SR. and EDNA E. MILLER, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Seven Thousand and Twenty Five (\$7,025.00) Dollars, with interest from date at the rate of four and one-half per cent (4 $\frac{1}{2}$ %) 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 Fifty Three Dollars and Seventy Four Cents (\$53.74) on account of interest and principal, beginning on the 1st 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 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 piece or parcel of ground comprising the whole of Lot No. 2, and six inches of Lot No. 1, in Block 36 of the Potomac Park Addition in Allegany County, Maryland, and more particularly described as a whole as follows, to-wit:

All that lot, piece or parcel of land situate, lying and

being along the southerly side of the McMullen Highway, originally called The River Road, near the City of Cumberland, Allegany County, State of Maryland, and which is described as follows, to-wit:

BEGINNING for the same at the intersection formed by the southerly side of the River Road with the Easterly side of Avenue O, it being the original beginning of Lot No. 2, and running thence with the line thereof North 74 degrees 40 minutes East 41.5 feet, thence at right angles to the River Road, South 15 degrees 20 minutes East 120 feet to the northerly side of a twenty foot alley, and with it, South 74 degrees 40 minutes West 42 feet, thence crossing the whole Lot No. 1, with a line parallel to and distant one-half foot westerly of the division line between Lots Nos. 1 and 2 of Block No. 36, North 15 degrees 20 minutes West 119.35 feet to the westerly side of Avenue O, and with it, North 24 degrees 01 minutes East 8/10 of a foot to the place of beginning. All courses refer to the True Meridian.

It being the same property conveyed to the parties of the first part by Austin L. Michaels and Evelyn F. Michaels, 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 Seven Thousand and Twenty Five (\$7,025.00) 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 Seven Thousand and Twenty Five (\$7,025.00) 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:

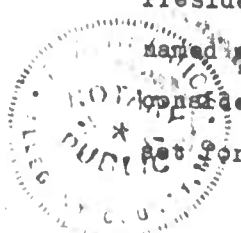
Raymond R. Miller Sr. (SEAL)
Raymond R. Miller, Sr.

A. A. Helmick

Edna E. Miller (SEAL)
Edna E. Miller

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND R. MILLER, SR. and EDNA E. MILLER, his wife, and each acknowledged the afore-going 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. Helmick
Notary Public
My Commission expires May 2, 1955

Compared and Mailed Delivered
To *Mitgel Piedmont N. Va.*
Dec 13 1954

FILED AND RECORDED DECEMBER 4th 1954 at 8:30 A.M.

This Mortgage, Made this Thirtieth day of November, -----
in the year Nineteen Hundred and Fifty-four -----, by and between
WILLIAM D. MOOMAU and EVELYN MARY MOOMAU, his wife, -----

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,



XX
party ----- of the second part, WITNESSETH:

Whereas, the said William D. Moomau and Evelyn Mary Moomau, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT WEST VIRGINIA, IN THE JUST AND FULL SUM OF FORTY-TWO HUNDRED DOLLARS (\$4200.00) as evidenced by their joint and several negotiable, promissory note, of even date herewith, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK; to secure the payment of which said sum of FORTY-TWO HUNDRED (\$4200.00), 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 William D. Moomau and Evelyn Mary Moomau, 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
~~and assigns~~, the following property, to-wit:

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

All that lot or parcel of ground known as Lot Number Thirty-five (35) as laid out on the plat of Morrison's Third Addition to Westernport, BEGINNING for the same at a peg on the Northeast corner of Lot Number Thirty-four (34) in said Addition, being on the West side of Wood Street, Fifty (50) feet distant from the Northeast corner of Rock Street, and running thence North 87½ degrees West 135 feet to a peg on the East side of Walnut Street; thence running along Walnut Street; North 8½ degrees East 50 feet to a peg; thence running South 87½ degrees East 135 feet to a peg on the West side of Wood Street; thence running along Wood Street South 8½ degrees West 50 feet to the place

of beginning; and being the same property which was conveyed unto the said William D. Moomau and Evelyn Mary Moomau, his wife, by Mary Shultice, widow, et al. by Deed, dated October 18th, 1939, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 185, folio 333; and

All of the following real estate situated in the Town of Westernport, Allegany County, Maryland, particularly described as Lot Number Thirty-four (34) as laid off on the plat of Morrison's Third Addition to Westernport, the said Lot being described as BEGINNING at the intersection of the West side of Wood Street with the North side of a short Thirty (30) foot Street known as Rock Street, and running with along the North side of Rock Street North 87 1/2 degrees West 135 feet to Walnut Street; thence with the East side of Walnut Street North 2 1/2 degrees East 50 feet to Lot No. 35; thence with the division line between Lots 34 and 35 South 87 1/2 degrees East 135 feet to the West side of Wood Street; thence with the West side of Wood Street South 2 1/2 degrees West 50 feet to the place of beginning; and being the same property which was conveyed to the said William D. Moomau and Evelyn Moomau, his wife, parties of the first part, by Mary Shultice, widow, et al. by Deed, dated January 17th, 1946, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 209, folio 255

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. Moomau and Evelyn R. Moomau, 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 or assigns, the aforesaid sum of FORTY-TWO HUNDRED (\$4200.00) 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 William D. Moomau and Evelyn Mary Moomau, his wife, 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

matured or not; and as to the balance, to pay it over to the said William D. Moomau and Evelyn Mary Moomau, 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,

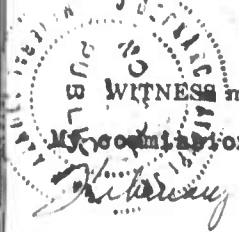
And the said **William D. Moomau and Evelyn Mary Moomau, his wife,**
 ----- further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or **its successors and assigns**
~~XXXXXX~~ the improvements on the hereby mortgaged land to the amount of at least -----
FORTY-TWO HUNDRED (\$4200.00)----- 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, **its successors** ~~XXX~~ 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

Witness *William D. Moomau* [SEAL]
Evelyn Mary Moomau [SEAL]

STATE OF WEST VIRGINIA, MINERAL 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 -----
William D. Moomau and Evelyn Mary Moomau, 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 Mayberry Jr.
 Notary Public.

Compared and Mailed Delivered
To Mtge Piedmont N. Va.
Dec 13 19 54

FILED AND RECORDED DECEMBER 4" 1954 at 8:30 A.M.

This Mortgage, Made this First day of December,
in the year Nineteen Hundred and Fifty-four _____, by and between
JOHN C. SHAW, Sr. and KATHERINE M. SHAW, his wife, -----
of Westernport, Allegany ----- County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws.



~~XX~~

part Y of the second part, WITNESSETH:

Whereas, the said John C. Shaw, Sr. and Katherine M. Shaw, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FOUR THOUSAND DOLLARS (\$4000.00), payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, to secure the payment of which said sum of FOUR THOUSAND (\$4000.00) 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 John C. Shaw, Sr. and Katherine M. Shaw, 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 land situated in the Town of Westernport, Allegany County, Maryland, to wit:

All that certain lot of ground which was conveyed unto James P. Brady by Deed from C. W. Greitzner et ux., dated December 29th, 1902, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 92, folio 220, and more particularly described as BEGINNING for the same at a point on the Easterly side of Main Street in said Town of Westernport and at the end of the first parcel of land described in a Deed from Joshua Kight et ux. to Patrick T. Lacey et ux., dated July 22nd, 1895, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 77, folio 362, and running thence with said Main Street South 24 degrees West 52.4 feet to the line of the

Northerly side of a frame dwelling house situated on the adjoining lot, and running thence along the Northerly side of said building and with the extension thereof South 67 degrees 40' East 150 feet; thence North 18 1/2 degrees East 47 1/2 feet to the beginning of the fifth line of said part of said Lacey lot; thence with North 66 degrees West 145 feet to the place of beginning;

EXCEPTING, HOWEVER, from this Mortgage that portion of the above described property which was conveyed by James P. Brady et ux. to Braide Shupe by Deed, dated March 12th, 1907, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 100, folio 519, to which said Deed for a more particular description by metes and bounds of the portion of said property excepted herefrom reference is hereby specially made;

Being the same property which was conveyed to the said John C. Shaw, Sr. and Katherine M. Shaw, his wife, by the West Virginia Pulp and Paper Company, a corporation, by Deed, dated March 24th, 1949, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 234, folio 523.

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 C. Shaw, Sr. and Katherine M. Shaw, 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 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 John C. Shaw, Sr. and Katherine M. Shaw, his wife, 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

~~XXXXXXXXXXXXXXXXXXXX~~ 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 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 (\$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, 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 mortgagors

Attest:

Edward Maghway Jr. John C. Shaw Sr. [SEAL]
Edward Maghway Jr. Katherine M. Shaw [SEAL]

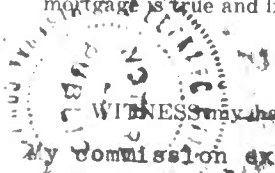
STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 7th day of December,

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

a Notary Public of the State of ~~West Virginia~~, in and for said County, personally appeared -----
John C. Shaw, Sr. and Katherine M. Shaw, 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

Edward Maghway Jr.
Notary Public.

Compared and Matted Delivered
 To Geo. W. Legge Atty City
 Dec 12 1954

FILED AND RECORDED DECEMBER 6 1954 at 12:20 P.M.

This Mortgage, Made this 3rd day of DECEMBER in the year Nineteen Hundred and fifty -four- by and between

Robert V. Moller and Thelma J. Moller, 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 Dollars (\$20,000.00) 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 Twenty-five \$ 50/100 - - - - - (25.00) 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:

That lot of ground, situated in the City of Cumberland, Allegany County, Maryland, and described as follows, to-wit:

Beginning, for the place at the end of the third line of a lot of ground conveyed to Thomas E. McLaughlin by deed dated February 12th A.D. 1903, and recorded among the Land Records of said Allegany County in Liber J.M.Y. No. 92, folio 356, and running then with the east side of Maryland Avenue South 39-1/4 degrees East 50 feet; then at right angles to said side of said avenue and parallel with said third line of said McLaughlin lot South 51-3/4 degrees East 100 feet; then parallel with said east side of said Avenue North 39-1/4 degrees East 50 feet to the end of the second line of said McLaughlin lot; then with the third line of said McLaughlin lot North 51-3/4 degrees 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 Anne Thomas 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 herin 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, 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 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 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. Leerge, 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 money 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 mortgagee or its representatives, heirs or assigns.

And the said mortgagors, further covenant to name 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 \$10,000.00 (Ten Thousand Dollars) and to cause the policy or policies issued herefor 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 to waste, impair, cut 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 payment 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 the mortgage and at the option of the mortgagee, immediately thereafter, the entire principal and interest hereon, and the mortgage tax, without notice in writing, shall be due and payable to the mortgagee; (3) that the mortgagee, in any action to foreclose it, shall be entitled, without regard to the amount of principal due for the debt, to the appointment of a receiver to collect the rents and profits of said property, and account therefor as the Court may direct; (4) that should the title to the land hereunto mortgaged, 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, 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 V. Miller [SEAL]
George T. Harris [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3rd day of DECEMBER,

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

the said mortgagors herein and _____ 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 T. Harris
Notary Public.

FILED AND RECORDED DECEMBER 6" 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 3rd day of December, in the year Nineteen Hundred and fifty four by and between Charles V. Chapman and Ruth D. Chapman, 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 Sixteen Thousand Two Hundred (\$16,200.00) 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 Six and 92/100 (\$106.92) 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:

FIRST: All those lots, pieces or parcels of ground lying and being on the northerly side of LaVale Court known and designated as Lot No. 140 and part of Lot No. 141 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 a whole as follows, to wit:

Beginning for the same at the intersection of the northerly side of LaVale Court and the easterly side of Suburban Drive and running then with said LaVale Court South 48 degrees 20 minutes East 75.8 feet, then North 41 degree 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said street North 48 degrees 20 minutes West 95.7 feet to the easterly side of Suburban Drive, and then with said Suburban Drive South 34 degrees 50 minutes West 163.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover 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.

SECOND: All those lots, pieces or parcels of ground lying and being on the westerly side of Bowling Avenue known and designated as part of Lot No. 19, whole Lot No. 20 and whole Lot No. 21, in Bowling Green Tenth Addition located on or near the McMullen Highway about one mile westerly of the city limits of Cumberland, Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to wit:

Beginning for the same on the westerly side of Bowling Avenue distant South 13 degrees 2 minutes East 164.8 feet from the southwesterly intersection of Bowling Avenue and Walnut Street, and running then with said avenue South 13 degrees 2 minutes East 95 feet, then South 76 degrees 58 minutes West 120.9 feet to the easterly side of a 15 ft. alley, then with said alley North 17 degrees 40 minutes West 53.75 feet, North 14 degrees 40 minutes West 14.42 feet, and then North 76 degrees 58 minutes East 126.43 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Louis F. Guentert et ux dated April 18, 1949, which is recorded in Liber 224, Folio 599, one of the Land Records of Allegany County, Maryland, and by confirmatory deed of C. William Gilchrist, Administrator, 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 1915 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 **is** 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 **is** 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 **Sixteen Thousand Two Hundred (\$16,200.00)**----- 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 mortgagee may void 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 V. Chapman [SEAL]
CHARLES V. CHAPMAN
Ruth D. Chapman [SEAL]
RUTH D. CHAPMAN

State of Maryland,

Allegany County, to-wit:

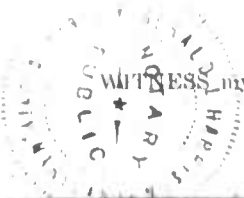
I hereby certify, That on this 3rd day of December,

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 V. Chapman and Ruth D. Chapman, 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 DECEMBER 7" 1954 at 3:40 P.m.

This ^{PURCHASE MONEY} **Mortgage**, Made this Third day of December in the year Nineteen Hundred and Fifty Four, by and between

Alvin R. Pence and Edith M. Pence, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and Russell C. Otto and Ethel M. Otto, his wife,

of Allegheny County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the sum of THREE THOUSAND AND THIRTY SIX DOLLARS (\$3,036.00), as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, in the sum of THREE THOUSAND AND THIRTY SIX DOLLARS (\$3,036.00), payable ON DEMAND with interest at the rate of Six Percent (6%), per Annum, unto the said parties of the second part, and

WHEREAS, the said parties of the first part hereby agreed to pay in the reduction of the aforesaid note the sum of Fifty Dollars (\$50.00), plus the accrued interest, and,

WHEREAS, the aforesaid borrowed sum of money is for the Purchase of the hereinafter described property and improvements thereon, and therefore this is a Purchase Money Mortgage, and the said parties of the first part agreed to execute this mortgage as security for the aforesaid note.

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 of that Lot of ground known on the Plat of the Morrison's Third Addition to the Town of Westernport, in Allegheny County, Maryland, as Lot Number Forty Two (42), beginning for the same at the Northeast corner of Lot No. 41, on the West side of Wood Street, and running thence along Wood Street North $2\frac{1}{2}$ degrees East 50 feet; thence North $87\frac{1}{2}$ degrees West 135 feet to the East side of Walnut Street; thence along the East side of Walnut Street, South $2\frac{1}{2}$ degrees West 50 feet; thence South $87\frac{1}{2}$ degrees East 135 feet to the place of the beginning.

Being the same real estate as conveyed unto the said Carl E. Harshberger and Beatrice F. Harshberger, his wife, by Mary E. Shultice et al., by deed dated July 24, 1946, and recorded among the Land Records of Allegheny County, Maryland, in Liber No. 211, Folio 2, and also the same property as conveyed unto the said parties of the first part herein by the said Carl E. Harshberger et ux., by deed dated of even date herewith, and which deed is recorded among the Land Records of Allegheny

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 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 AND THIRTY SIX DOLLARS (\$3,036.00)

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

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr. Horace P. Whitworth Jr.

Alvin R. Pence [SEAL] Edith M. Pence [SEAL]

State of Maryland,
Alleghany County, to-wit:

I hereby certify, that on this Third day of December
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

Alvin R. Pence and Editm M. Pence, his wife,

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

Russell C. Otto and Ethel M. Otto, 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.

Richard M. Whitson
Notary Public.

Compared and ~~Maint~~ Delivered
To *Geo. W. Leggett* City
Dec 13 1954

FILED AND RECORDED DECEMBER 7th 1954 at 1:50 P.M.

This Mortgage, Made this 6th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between

Antoinette C. Burkey, widow,

of Alleghany 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 Alleghany 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
Eight Thousand & 00/100 (\$8000.00) Dollars,
which said sum the mortgagors agrees 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 Eighty-four & 86/100 (\$84.86) 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 Chase Street known and designated as part of Lot No. 20 of the Original Town Lots of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Chase Street distant 92 feet measured in a northerly direction from the westerly side of said South Chase Street from its intersection with the northerly side of Greene Street, and running then with the westerly side of said South Chase Street North 7 degrees 33 minutes East 8 feet to the end of the first line of the above described property, thence with Francis Nieman et ux, dated July 10, 1950, recorded in Liber No. 242, folio 270 one of the Land Records of Allegany County, Maryland, then with the record line of said Francis Nieman et ux, dated March 24, 1953, recorded in Liber No. 248, folio 252 one of the Land Records of Allegany County, Maryland, then with part of said line South 7 degrees 33 minutes East 101 feet to an east line of Original Town Lot No. 20, then with part of said line South 7 degrees 33 minutes East 27.1 feet, then South 82 degrees 34 minutes East 8 feet to the westerly side of a private alley, then with said private alley South 7 degrees 33 minutes West 10 feet, then still with said alley South 27 degrees 31 minutes East 11.16 feet to intersect a line drawn North 22 degrees 34 minutes West from the place of beginning, and then reversing said intersecting line and with the northerly side of said private alley South 22 degrees 34 minutes East 85.1 feet to the place of beginning.

Including the right to use the 8 foot alley along the southerly and westerly sides of the above described lot, said right or easement hereby conveyed or granted being subject to the use and enjoyment thereof on conditions set out in the deed of Jerome Purkey et ux, dated August 3, 1950, which is recorded in Liber No. 144, folio 128 one of the Land Records of Allegany County, Maryland, to Ambrose J. Purkey et al.

Including as here set in common with Francis Nieman et ux, their heirs and assigns, in and to an 8 foot alley which is more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of the above described property, and running then with Chase Street North 7 degrees 33 minutes East 8 feet, then North 22 degrees 34 minutes West 101 feet to a line of Original Town Lot No. 20, then South 7 degrees 33 minutes West 8 feet to the end of the record line of the above described property, and then with said record line South 22 degrees 34 minutes East 101 feet to the place of beginning.

Subject, also, to a right-of-way in common with Francis Nieman, et ux, and the heirs and assigns, owners of the adjoining property to the north, which said right-of-way was agreed to the rear of the above described property, which said right-of-way is more particularly described as follows:

Beginning at a point on the first line of the above described property, thence with Chase Street South 7 degrees 33 minutes East 8 feet, then North 22 degrees 34 minutes West 101 feet to an east line of Original Town Lot No. 20, then with the westerly side of the above described property, and then with the said record line reversing South 22 degrees 34 minutes East 101 feet to the place of beginning.

Subject, also, to the right of Francis Nieman et ux, and his wife, for a period of five years beginning July 1, 1952, to use the rear side of the double garage located in the rear of the within conveyed property.

Being the same property which was conveyed unto Bernard T. Purkey and Antoinette C. Purkey, his wife, as tenants by the entirety, by the deed first from Ambrose J. Purkey et ux, dated June 10, 1944, recorded in Liber No. 190, folio 678 Allegany County Land Records, and the second from Ambrose J. Purkey and Mary Purkey Minke, executors, dated March 10, 1953, and recorded in Liber No. 248, folio 252 Allegany County Land Records, the said Bernard T. Purkey having heretofore departed this life leaving the said Antoinette C. Purkey as the sole owner of the within conveyed property by operation of law.

"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 essential 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 _____ 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 on _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 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 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 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; (2) 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; (3) 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 [Signature] *Antonette C. Burkey* [Signature] [SEAL]
Edward H. Burkey [Signature] [SEAL]
May E. Burkey [Signature] [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 6TH day of DECEMBER

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

Antonette C. Burkey, 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.



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

George L. Hanna [Signature]
Notary Public.

FILED AND RECORDED DECEMBER 7 " 1954 at 12:55 P.M.

This Mortgage, Made this 2nd

day of December in the year nineteen hundred and ~~fourty~~ eighty four

By and Between Elmer W. Allright and Catherine L. Allright, 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 Three Hundred
and Eighty and 00/100 dollars, on their three and one-half
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 the following
property, to-wit:

1st: All that lot or parcel of ground situated near the
Southwesterly side of Linden Street in the City of Cumberland,
Allegheny County, Maryland, which was conveyed and particularly de-
scribed in a certain deed to the parties of the first part hereto
by Catherine C. Gray, et vir., by a deed dated December 13, 1951,
and recorded in Liber 236, folio 590, one of the Land Records of
Allegheny County, reference to which deed is hereby particularly made
for a full and complete description of the same.

2nd: All that lot or parcel of ground situated on the South-
westerly side of Linden Street in the City of Cumberland, Allegheny
County, Maryland, comprising part of whole Lot No. 1 in George E.
Bephart's Addition to the City of Cumberland, a Plat of which is
recorded in Liber 75, folio 80 among the Land Records of said County,
particularly described as follows:

BEGINNING for the same at a point on said side of Linden Street
which is at the end of the first line of the larger parcel (embracing
the lot hereby conveyed) described in a certain deed to Mary E. Kemp
from Kate Kemp, widow, dated October 5, 1949, and recorded in Liber
226, folio 502, one of the Land Records of Allegheny County, Maryland;
and running thence with part of the second line of said conveyance
to Mary E. Kemp, South 34 1/2 degrees West 50 feet to the end of the
fourth line of a certain lot conveyed to the parties of the first
part hereto by Catherine C. Gray, et vir., by a deed dated December
13, 1951, and recorded in Liber 236, folio 590 of said Land Records;
and running thence with the whole of the first line of said de-
scribed lot and parallel with Linden Street, North 55-3/4 degrees

West 24 feet; thence North 27 $\frac{1}{4}$ degrees East 50 feet more or less to the Southwesterly side of Linden Street, and with it, South 55-3/4 degrees East 30 feet to the place of beginning.

IT BEING the same property conveyed unto the said parties of the first part hereto by Mary E. Reier, et vir., by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure the purchase price of the property just described.

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 Three Hundred and Fifty and 00/100 dollars with interest thereon, payable at the rate of 6% per annum, in monthly payments of not less than \$3.50 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 Three Hundred and Fifty 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 insure 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 H. HARRIS~~ ^{LEWIS M. WILSON} 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

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 **John C. JOhnson and Maude S. JOhnson, 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 land situate on East Main street in the town of Lonaconing, in Allegany County, Maryland, described as follows:

BEGINNING at the end of the third line of the lot of ground conveyed to Arnes Somerville by the Georges Creek Coal and Iron Company by deed dated August 20th, 1890, recorded in Liber No. 69, folio 626, of the Land Records of Allegany County, and running thence with part of the fourth line of said lot North 28 degrees 24 minutes East 36 feet, thence leaving said fourth line and running through said whole lot South 54 degrees 36 minutes East 98 feet, thence South 30 degrees 24 minutes West 36 feet, thence North 54 degrees 36 minutes West 97 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Jeannette C. Johnson, Executric of the Last Will and Testament of George D.

Campbell, deceased, dated November 4th, 1954 and to be filed for record simultaneously with this mortgage among 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.

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 Forty-five 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 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

Forty-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:

James M. Elie

John C. Johnson (SEAL)
John C. Johnson

Maude S. Johnson (SEAL)
Maude S. Johnson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of ~~November~~ ^{December} In the year nineteen hundred and ~~forty five~~ ^{forty five} before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

John C. Johnson and Maude S. Johnson, 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



Compared and Mailed
To *Mtge Piedmont Va*
Dec 13 19 54

LIBER 309 PAGE 52

FILED AND RECORDED DECEMBER 7" 1954 at 8:30 A.M.

Purchase Money

This Mortgage, Made this Twenty-ninth day of November, -----
in the year Nineteen Hundred and Fiftyfour-----; by and between
RICHARD ALLEN DAVIS and MILDRED V. DAVIS, his wife, -----

of Westernport, Allegany ----- County, in the State of Maryland, -----
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

~~XX~~

party ----- of the second part, WITNESSETH:

Whereas, the said Richard Allen Davis and Mildred V. Davis, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, IN THE JUST AND FULL SUM OF THIRTY-FIVE HUNDRED DOLLARS (\$3500.00), as evidenced by their joint and several negotiable promissory note, of even date herewith, for said sum of THIRTY-FIVE HUNDRED (\$3500.00) 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;

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 Allen Davis and Mildred V. Davis, 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 that certain real estate situated and located in the Town of Westernport, Allegany County, Maryland, described as follows:

All of those Four Lots of land known and numbered on the Plat of Hammond's Addition to the Town of Westernport, Allegany County, Maryland, as LOTS NUMBERS TWO HUNDRED AND SEVENTY-EIGHT (278), TWO HUNDRED AND SEVENTY-NINE (279), TWO HUNDRED AND EIGHTY (280) and TWO HUNDRED AND EIGHTY-ONE (281). Said Lots fronting One hundred (100)

feet on Spruce and Poplar Streets in said Town; and being the same property which was conveyed to the said Richard Allen Davis by Clyde E. Davis et al. by Deed, dated November 17th, 1954, and to be recorded among the Land Records of said 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 Richard Allen Davis and Mildred V. Davis, 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 ~~or assigns, the aforesaid sum of~~ THIRTY-FIVE HUNDRED (\$3500.00) 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

matured or not; and as to the balance, to pay it over to the said ----- their Richard Allen Davis and Mildred V. Davis, 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 Richard Allen Davis and Mildred V. Davis, his wife, ----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company, or companies acceptable to the mortgagee or its successors or ----- 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 fires,

to inure to the benefit of the mortgagee, its successors ~~or assigns~~ 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:

J. Bernard Mayhew Jr. Richard Allen Davis [SEAL]

J. Bernard Mayhew Jr. Mildred V. Davis [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this 30th day of November,

in the year nineteen Hundred and ~~fifty~~ four, before me, the subscriber,

a Notary Public of the State of ~~West Virginia~~ West Virginia in and for said County, personally appeared -----

Richard Allen Davis and Mildred V. Davis, his wife, -----

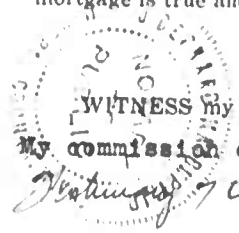
and each acknowledged the foregoing mortgage to be their respective -----

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 for forth.



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

My commission expires

Dec 13 1961

J. Bernard Mayhew Jr.
Notary Public.

Compared and Mailed. Delivered &

To Geo. H. Lopez Atty City
Dec 13 1964

FILED AND RECORDED DECEMBER 7 1954 at 1:50 P.M.

This Mortgage, Made this 6th day of DECEMBER in the year Nineteen Hundred and fifty -four by and between

Charles W. Hanerote, unmarried

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, Mary-

OK

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 Three Thousand & 00/100 - - - - - (\$3000.00) - - - - - Dollars,

which said sum the mortgagors agree s 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 Twenty-seven & 75/100 - - - (\$27.75) - - - - 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 es 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 in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 10 in the West View Park Addition to the City of Cumberland, as shown on the plat of said addition filed among the Land Records of said Allegany County in Liber No. 121, folio 730, and more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Weber Street at the end of the first line of Lot No. 9 of said addition, and running then with said street, South 1 degree 18 minutes West 35 feet, then South 88 degrees 42 minutes East 100 feet to Alley "A", and with said alley, North 1 degree 18 minutes East 35 feet to the second line of said Lot No. 9, and with said second line reversed, North 88 degrees 42 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed to the said Charles W. Hansrote by Rose K. Boyer and others by deed dated January 29, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 202, folio 711.

"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 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 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 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 Three Thousand & 00/100 - - - - (\$3000.00) - - - - 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 liens 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 work, improvement or deterioration of land and property, or any part thereof, and upon the failure of the mortgagors to keep up 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 the 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

[Signature]

[Signature] [SEAL]
Charles W. Hansrote

[SEAL]

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 on the northeasterly side of Ore Street, known and designated as part of Lot No. 7 and whole Lot No. 8, Section C, on Plat No. 2 in Bowman's Cumberland Valley Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 28, one of the Plat Records of Allegany County, Maryland, said addition being approximately one half mile northeasterly of Cumberland, Maryland, which said lots are more particularly described as a whole as follows, to wit:

Beginning for the same on the northeasterly side of Ore Street distant North 34 degrees 1 minute West 20 feet from the end of the first line of Lot No. 6, Section C, in said addition, and running then with said street North 34 degrees 1 minute West 60 feet, then North 55 degrees 59 minutes East 138, feet, more or less, to the westerly side of a 15 ft. alley, then with said alley in a southeasterly direction 60 feet, more or less, until it intersects a line drawn North 55 degrees 59 minutes East from the place of beginning, and then with said intersecting line reversed South 55 degrees 59 minutes West 144 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Mary Dorothy Bearpelli et vir 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 1915 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 Seven Hundred Seventy (\$4770.00)** 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 hereby 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

Robert O. Miller [SEAL]
ROBERT O. MILLER

Ruth L. Miller [SEAL]
RUTH L. MILLER

State of Maryland,

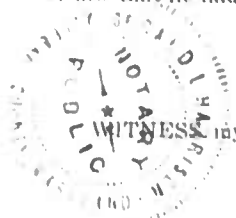
Allegany County, to-wit:

I hereby certify, That on this 6TH day of December,

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 O. Miller and Ruth L. Miller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. 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.

Compared and Mailed ~~Delivered~~

To Mt. Lee City

Dec 13 1954

FILED AND RECORDED DECEMBER 7 1954 at 11:40 A.M.

THIS MORTGAGE, MADE this 6th day of December, 1954, by and between ROBERT L. DAVIS and MARIE E. DAVIS, 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 Eight Thousand Five Hundred (\$8,500.00) Dollars,



with interest from date at the rate of five per cent (5%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Ninety Dollars and Eighteen Cents (\$90.18) on account of interest and principal, payments to begin on the 6th 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 property, to-wit:

ALL that lot or parcel of ground situated on the West side of North Center Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same on the westerly side of North Center Street at the northeasterly corner of the stone coping of the brick dwelling and store building Nos. 164 and 166 North Center Street, formerly occupied by Snyder Brothers as a grocery store, said beginning point being also at the northwesterly corner of the stone foundation of the brick dwelling house No. 162 North Center Street, and running thence with the westerly side of North Center Street, South 39 degrees and 30 minutes East 33.25 feet, thence South 50 degrees and 18 minutes West 101.9 feet to the intersection of the southerly fence of the land herein described with the easterly side of an old frame and brick building covered with iron, then with the easterly

side of said building, North 35 degrees, 10 minutes West 24.65 feet, then still with a part of the easterly wall of said building and with a fence, North 39 degrees and 30 minutes West 09 feet to the intersection of said fence with the northerly fence of the land herein described, said northerly fence being in line with the face of the northerly wall of the aforesaid brick dwelling house No. 162 North Center Street located on the land herein described, then with said fence and with said face of said northerly wall, North 50 degrees and 30 minutes East 100.1 feet to the beginning.

It being the same property conveyed to the first parties by Anne L. Henley and Roy R. Henley, her husband, et al., by deed dated the 3rd day of January, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 508.

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 Eight Thousand Five Hundred (\$8,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Thousand Five Hundred (\$8,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect

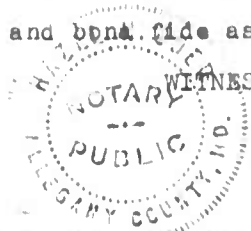
said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both: [Signature] (SEAL)
Robert L. Davis
[Signature] (SEAL)
Marie E. Davis

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 6th day of December, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT L. DAVIS and MARIE E. DAVIS, 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.

[Signature]
Notary Public
My Commission Expires May 2, 1955

Compared and Mailed Documents
To Mtzel Westernport Md
Dec 13 19 54

FILED AND RECORDED DECEMBER 7th 1954 at 10:30 A.M.

This Mortgage, made this First----- day of December-----, in the year Nineteen Hundred and fifty four, by and between John DeVore and Ann L. DeVore, 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, 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 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 Mortgagors, dated the 1st day of December-----, 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 \$ 75.00 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 1st day of December, 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 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:

All those two certain parcels of land situated and located in Allegany County, Maryland, in Election district No. 8, located along the Northern side of The Westernport- McCoolle Highway, about one mile east of the said town of Westernport. The first of said parcels, containing .666 of an acre, more or less and being particularly described in that certain deed from Louis A. Fatkin et ux to the parties of the first part herein, dated July 9th, 1954 and of record in Liber No. 260 Folio 347 of the land records of Allegany County, Maryland. The second parcel, contiguous thereto, containing 0.95 of an acre more or less, and being particularly described in that certain deed from Louis A. Fatkin et ux to the parties of the first part herein, dated October 28, 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 mortgage. To each of said deeds a reference is hereby made for a 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 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 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. Lupton

x *John DeVore* (SEAL)
#####(SEAL)
x *Ann L. DeVore* (SEAL)
#####(SEAL)

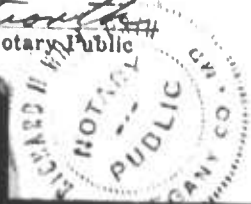
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 1st. day of December, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John DeVore and Ann L. DeVore, 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 Whitworth
Notary Public



Compared and Mailed Delivered
To _____

19

FILED AND RECORDED DECEMBER 8th 1954 at 11:10 A.M.

PURCHASE MONEY

This Mortgage. Made this 7th. day of December, in the year

Nineteen Hundred and Fifty-Four by and between

RAYMOND B. CONNOR and JONELLE S. CONNOR, his wife,

f. 67

to

f. 70

Missing from

liker

due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ 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 its/successors or assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND TWO HUNDRED 00/100 (\$4,200.00) 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 ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS

William Henry Atkinson [Seal]
WILLIAM HENRY ATKINSON

David R. Willetts
DAVID R. WILLETTS

Katherine M. Atkinson [Seal]
KATHERINE M. ATKINSON

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of December in the year nineteen hundred and fifty-four, before me, the subscriber

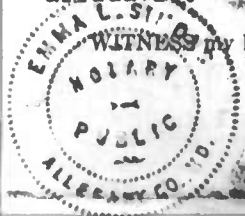
a Notary Public of the State of Maryland, in and for said County, personally appeared

----WILLIAM HENRY ATKINSON and KATHERINE M. ATKINSON, 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 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.



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

Emma L. Simons
EMMA L. SIMONS Notary Public

Compared and Mailed ~~_____~~

To Elizabeth K. Cobeys
17. Main St. Fairbury Neb
Dec 18 19 54

FILED AND RECORDED DECEMBER 8th 1954 at 3:30 P.M.

PURCHASE MONEY
This Mortgage, Made this 8th day of December
in the year Nineteen Hundred and fifty-four, by and between

-----OWEN C. SMITH, SR. and CINDERELLA F. SMITH, his wife-----

of Allegany County, in the State of Maryland
part ies of the first part, and ELIZABETH K. COBEY

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
TWO THOUSAND- - - - -00/100 DOLLARS (\$2000.00)

this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per centum (6%) per annum in quarterly installments of \$120.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said installments is due three months from the date hereof and shall continue until said principal and interest are fully paid.

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

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 part ies of the first part do hereby 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 those lots or parts of lots or parcels of land, the same being nine feet of Lot No. 29, all of Lot No. 30 and eight feet of Lot No. 31, as shown on the Amended Plat of the Bedford Road Addition to Cumberland, Maryland, which said plat is filed in Plat Case No. 40, among the Land Records of Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same on the southerly side of Regina Avenue at a point distant South forty-nine degrees East, two hundred thirty-five feet from the intersection of the southerly side of Regina Avenue with the southeasterly side of Bedford Road, said point of beginning being the end of the first line of a deed from L. Lee Lichtenstein and others to Chandler F. Smith dated the 17th day of February, 1930, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 163, folio 217, and running thence with the southerly side of Regina Avenue, South forty-nine degrees East, forty-two feet; thence South forty-one degrees West, one hundred thirty-three and eight-tenths feet, more or less, to the northeasterly side of a fifteen foot alley, as shown on said plat; thence with the northeasterly side of said alley, North forty-nine degrees West, forty-two feet, more or less; thence leaving said side of said alley and running North forty-one degrees East, one hundred thirty-five and four-tenths feet, more or less, to the place of beginning.

IT being the same property which was conveyed by George O. Thrush et ux to Owen C. Smith, Sr., et ux, by deed 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 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, her heirs,

executor, administrator or assigns, the aforesaid sum of TWO THOUSAND-- -- -- -- --00/100 DOLLARS (\$2000.00)

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, 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 mortgagors, their personal 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- - - - -00/100 (\$2000.00)- - 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 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 mortgagors.

Witness:

M. R. Reader

Owen C. Smith, SR [Seal]
OWEN C. SMITH, SR.

M. R. Reader

Cinderella F. Smith [Seal]
CINDERELLA F. SMITH

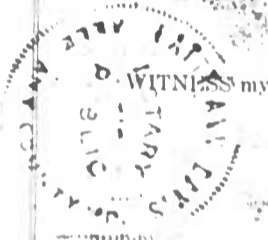
**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 8th day of December 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 - - - OWEN C. SMITH, SR., and CINDERELLA F. SMITH, 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

ELIZABETH K. COBEY

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 Mailed ~~Delivered~~
To *Mtgel Frostburg Md*
Dec. 13 54

FILED AND RECORDED DECEMBER 8th 1954 at 3:30 P.M.
PURCHASE MONEY

This Mortgage, Made this 6th day of December
~~November~~
in the year Nineteen Hundred and fifty-four, by and between

- - - - JOSEPH E. SWEITZER, unmarried, - - - -

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

having its principal office in

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

Whereas, the said party of the first part is justly indebted unto the said
Frostburg National Bank, its successors and assigns, in the full and just sum of
NINE THOUSAND and 00/100 - - - - - DOLLARS (\$9,000.00)

with interest from date at the rate of four and one-half per centum (4-1/2%) per
annum on the unpaid principal until paid, said principal and interest being payable
at the Frostburg National Bank, Frostburg, Maryland, in 120 monthly installment
of \$93.28, payable on the 6th day of each and every month after the date hereof
until the principal and interest aforesaid are fully paid, as evidenced by the joint
and several promissory note of the party 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 the interest as aforesaid, the said party of the first part
hereby covenants to pay to the said party of the second part, its successors and
assigns, as and when the same is due and payable. The party of the first part
shall have the privilege of paying off this indebtedness, together with interest as
aforesaid to the date of said payment, at any time.

And the said party of the first part covenants and agrees to pay to the
said party of the second part, 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 party of the
second part) 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 assess-
ments will become delinquent, such sums to be held in trust by the party of the
second part, for the payment of such premiums, taxes or assessments.

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 party of the first
part do es 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:

FIRST PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District No. 28 in Frostburg, Allegany County, Maryland, on the southerly side of East Union Street (commonly known as Main Street) and more particularly described as follows, to wit:

BEGINNING at a point on East Union or Main Street, the same being the beginning of the McCulloh house property; thence with the first line thereof, South 30-1/2 degrees West 165 feet to the westerly side of Mechanic Street; thence North 61 degrees West 15-1/4 feet; thence North 30 degrees East 165 feet to said Union Street, and thence with said street, South 61 degrees East to the beginning.

SECOND PARCEL: The party of the first part further gives, grants, bargains and sells, releases, conveys and confirms unto the party of the second, part, its successors and assigns, all those rights acquired under an agreement of license by and between Bernard Hughes and Rena W. Mayer et al dated January 20, 1948, and recorded in Deeds Liber 218, folio 712 among the Land Records of Allegany County, Maryland, reference to which is hereby specifically made for a more particular description of said rights.

IT being the same property which was conveyed by Bernard Hughes to Joseph E. Sweitzer 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 part y_____ of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said part y_____ of the second part, its successors ~~executor~~ ~~administrator~~ or assigns, the aforesaid sum of _____

- - - - -NINE THOUSAND and 00/100 DOLLARS (\$9,000.00) - - - - - 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 y_____ 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 y_____ of the first part hereby covenant to pay when legally demandable.

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

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

And the said part y_____ 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 acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to

the amount of at least Nine Thousand and 00/100 0 - - - - - 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 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:

David R. Willetts
DAVID R. WILLETTS

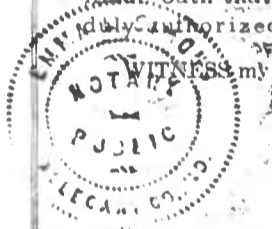
Joseph E. Sweitzer (Seal)
JOSEPH E. SWEITZER

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

I hereby certify, That on this 6th day of December
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

- - - - Joseph E. Sweitzer - - - - -

and he acknowledged the foregoing mortgage to be his
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further
made oath that he is the Cashier and agent of the within named mortgagee and
duly authorized by it to make this affidavit.



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

Emma L. Simons
EMMA L. SIMONS Notary Public

To *Mt Greer City*
Dec 13 1954

FILED AND RECORDED DECEMBER 8th 1954 at 3:10 P.M.

THIS MORTGAGE, Made this 8th day of December, 1954, by and between Edward A. Cosgrove and Katherine C. Cosgrove, his wife, of Allegany County, State of Maryland, of the first part, and THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, Surviving Substituted Trustee of the Estate of William F. Bradley, a corporation duly incorporated under the laws of Maryland, of the second part;

WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said The Liberty Trust Company of Cumberland, Maryland, Surviving Substituted Trustee of the Estate of William F. Bradley, in the just and full sum of Sixty-two Hundred and Fifty Dollars (\$6250.00), 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 said The Liberty Trust Company of Cumberland, Maryland, one year after date, with interest from date at the rate of five per cent (5%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, of Cumberland, Maryland.

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 parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company of Cumberland, Maryland, its successors and assigns, the following property, to wit:

FIRST: All that lot, piece or parcel of land situated, lying and being along the Southwesterly side of North Centre Street, in the City of Cumberland, Allegany County, State of Maryland, and being part of Lot No. 18 of Gephart's Addition to Cumberland, Maryland, and which said part is described as follows:

BEGINNING for the same at a point on the Southwesterly side of North Centre Street, at the beginning of the deed from Scott Kelso, et ux, to Adam H. Weisenmiller, et ux, dated the 30th day of August, 1919, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 129, folio 115, said point being marked by the northeasterly corner of the two-story brick dwelling situated on the lot conveyed by Kelso to Weisenmiller and running thence along with the Southwesterly side of North Centre Street, North forty-one degrees thirty minutes West



eighty-eight and seven-tenths feet to the end of the first line of the parcel of land conveyed by the B. & O. Railroad Company, et al, to Albert Wiebel by deed dated the 20th day of July, 1898, and recorded among the aforesaid Land Records in Liber No. 83, folio 524; thence with the second line thereof (as corrected), it being at right angles to the Southwesterly side of said North Centre Street, South forty-eight degrees thirty minutes West one hundred eleven and two-tenths feet to the Northeasterly side of Bow Street; thence with the Northeasterly side of said Bow Street, South sixty-three degrees eight minutes East eighty-nine and two-tenths feet to the Southwesterly corner of the Tile Garage standing on the rear of the aforementioned property conveyed by Kelso to Weisenmiller; thence with the Northerly wall thereof and the same extended North/fifty-two minutes East sixty and one-fourth feet to the Northerly wall of the aforementioned two-story brick dwelling standing on the property conveyed by Kelso to Weisenmiller; thence with the Northerly wall thereof, North forty-nine degrees East eighteen feet to the place of beginning.

SECOND: All that parcel of land situate, lying and being along the Southwesterly side of Bow Street, in the City of Cumberland, Allegany County, State of Maryland, and being just opposite the first above described parcel of land, and which is described as follows, to wit:

BEGINNING for the same at a point on the Southwesterly side of Bow Street, at the Northeasterly corner of the Tile Garage now on the lot hereby conveyed, said beginning point being also at the end of the first line of the deed from Scott Kelso, et ux, to Gustav F. Schultz, et ux, dated the 22nd day of May, 1925, and recorded among the aforesaid Land Records in Liber No. 150, folio 534, and running thence with the Southwesterly side of said Bow Street, North sixty-three degrees eight minutes West Fifty-six and sixty-five hundredths feet; thence South twenty-seven degrees eighteen minutes West twenty-two and seven-tenths feet; thence parallel to Bow Street, South sixty-three degrees eight minutes East fifty-seven feet to the second line of the above mentioned deed from Kelso to Schultz; thence reversing said second line, North twenty-six degrees twenty-seven minutes East twenty-two and seven-tenths feet to the place of beginning.

It being the same property which was conveyed to the said parties of the first part by The Community Baking Company,

by deed dated October 23, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 205, folio 629.

Subject, however, to the terms and conditions of a certain deed of easement from Edward A. Cosgrove, et al., to the Mayor and City Council of Cumberland, Maryland, dated August 31, 1948, and recorded in Liber No. 224, folio 216, one of the Land Records of Allegany County.

TOGETHER with the building 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 of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Sixty-two Hundred and Fifty Dollars (\$6250.00), 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 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 Liberty Trust Company of Cumberland, Maryland, 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 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 and all premiums of insurance paid by the mortgagee including taxes, and a commission of eight (8%) 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 parties of the first part, their 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, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Sixty-two Hundred and Fifty Dollars (\$6250.00), 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 thereto.

WITNESS, the hands and seals of said mortgagors.

WITNESS:

Thomas L. Keed

Edward A. Cosgrove (SEAL)
EDWARD A. COSGROVE

Katherine C. Cosgrove (SEAL)
KATHERINE C. COSGROVE

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edward A. Cosgrove and Katherine C. Cosgrove, 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 A. PIPER, President of The Liberty Trust Company of Cumberland, Maryland, surviving Substituted Trustee of the Estate of William F. Bradley, 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 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.



Charles A. Piper
NOTARY PUBLIC

Compared and Mailed Believed
To *William L. Wilson, Attorney*
Dec 15 1954

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

BILL OF SALE

In consideration of the sum of \$2,000.00 paid to the undersigned by Betty J. Owens and Florence W. Weires, both of Allegany County, Maryland, I do hereby bargain and sell unto the said Betty J.

Owens and Florence W. Weires, the following property, located at No. 325
339 Virginia Avenue, Cumberland, Maryland, and listed as follows:-



1 Coca Cola cooler, 1 electric broiler, 2 glass cases, 1 complete steam table, 4 burner grill, electric stove, pie case, 2 doughnut jars, 4 sugar bowls, cream pitchers, 5 salt and pepper shakers, 15 creamers, 3 sugar dispensers, 24 soup bowls, 40 small bowls, 16 pie plates, 25 meat plates, 21 dinner plates, 1 steam hood, a 10 foot counter and 5 stools, 8 glasses, 22 coffee cups, 1 radio, 3 double booths, 2 tables, 4 chairs, 1 water dispenser, 2 French friers, 5 mixing bowls, 1 roast pan, 3 aluminum trays, 5 skillets, 15 pots, 2 strainers, 1 gas range, 1 refrigerator, 2 tables, 15 pie pans, 15 lids, 1 chair, 3 spatulas, 4 open spoons, 4 forks, 3 knives, 2 meat plates, and other contents in kitchen, 7 soup spoons, 1 gas heater, another refrigerator, 2 electric fans, 4 floresent lights, 1 electric clock, 1 water heater, 1 neon sign, Christmas display, large lot of stock and merchandise.

Witness my hand and seal this 8th day of December, 1954.

Jesse E. Mellott (SEAL)
 JESSE E. MELLOTT

Witness: William L. Wilson

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jesse E. Mellott, who did make oath in due form of law that the foregoing Bill of Sale is his act and deed; and at the same time, before me, also appeared Betty J. Owens and Florence W. Weires, who did make oath in due form of law that the consideration named in the foregoing Bill of Sale is true and bonafied.

Witness my hand and Notarial Seal.



William L. Wilson
 Notary Public

Compared and Mailed Baltimore

Mt. Airy City

Dec 13 1954

LIBER 309 PAGE 84

FILED AND RECORDED DECEMBER 9th 1954 at 3:30 P.M.

This Mortgage. Made this 9th day of December

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

AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, 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 Six Thousand, Five Hundred and no/100 (\$6,500.00) this day loaned the parties of the first part by the party of the second 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 Seventy Dollars (\$70.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly 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

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

ALL those three lots, pieces and parcels of ground lying in the Village of Ellerslie, Allegany County, Maryland, known and designated as Lots Nos. 16, 17 and 18 in Cook's Third Addition to Ellerslie, said lots being more particularly described as follows, to wit:

LOT NO. 16. BEGINNING for said Lot No. 16 on the South side of Bottom Street at the end of the first line of Lot No. 15, and running thence with said Street North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 15, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.



LOT NO. 17: BEGINNING for said Lot No. 17 on the South side of Bottom Street at the end of the first line of Lot No. 16, and running thence with said Street, North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 16, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.

LOT NO. 18: BEGINNING for said Lot No. 18 on the South side of Bottom Street and the end of the first line of Lot No. 17, and running thence with said street North 76 degrees 28 minutes West 37 1/2 feet to Railroad Street, and with it South 24 degrees 43 minutes West 122-3/10 feet to Third Alley, and with it South 76 degrees 28 minutes East 61 feet to the end of the second line of Lot No. 17, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning; said Lots Nos. 16, 17 and 18 being part of the same pieces and parcels of land which were conveyed unto Glenn C. Baker by John S. Devore and Lillie C. Devore, his wife, both of Sellerslie, Allegany County, Maryland, by deed dated the 10th day of April, 1920, and recorded in Liber No. 135, folio 323, one of the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to the parties of the first part by Virgil A. Lowery and Elizabeth Baker Lowery, his wife, by deed dated August 24, 1953, and recorded among the Land Records of Allegany County in Liber No. 252, folio 442, and of which a two-thirds interest was inherited by Mildred G. Stahman as the only child and descendant of Glenn C. Baker.

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

Six thousand, Five Hundred and no/100 (\$6,500.00) 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 promises, 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

~~XXXXXXXXXXXXXXXXXXXX~~ 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 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

Six Thousand, Five Hundred and no/100 (36,500.00) ----- 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 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:

[Handwritten signatures]

Audley B. Stahlman [SEAL]
Audley B. Stahlman
Mildred G. Stahlman [SEAL]
Mildred G. Stahlman [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of December

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

AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, 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. Hosner, Vice 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 forth.

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

[Handwritten signature]
Notary Public.



CERTIFICATE OF CAMERA OPERATOR

I HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE
MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED
AS REEL No. W-566a WERE PHOTOGRAPHED BY THE UNDERSIGNED
ON THIS DATE.

REEL BEGINS WITH

JEB # 307 (+ 1)

REEL ENDS WITH

JEB # 309 (F 88)

BY

Guy Weatherly
(SIGNATURE OF OPERATOR)

DATE

1/6/54

HR - RM 25
(4-1-54)

HALL OF RECORDS COMMISSION