

LIBER 419 PAGE 461

THIS DEED, Made this *2nd* day of September, in the year 1954, by EDWARD C. FENDER and ALTA S. FENDER, his wife, and SARAH JANE FENDER, by Jane Fender, her Attorney-in-fact under Power of Attorney, dated October 31, 1953, and recorded among the Land Records of Harford County in Liber G. R. G. No. 407, folio 283, all of Harford County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Edward C. Fender and Alta S. Fender, his wife, do hereby grant and convey unto RICHARD PETERS and MARTHA C. PETERS, his wife, in fee simple, all that tract or parcel of land situate and lying in the Fifth Election District of Harford County, Maryland, on the northeast side of the State road leading from Whiteford to Dublin, containing one hundred forty-five (145) acres, more or less, and being the same and all the land conveyed by and described in a deed from Dora H. Redding, widow, to the said Edward C. Fender and Alta S. Fender, his wife, dated March 1, 1946, and recorded among the Land Records of Harford County in Liber G. C. B. No. 294, folio 203; excepting therefrom that part reserved by the grantors herein, containing four hundred fifty seven one-thousandths (0.457) of an acre, more or less, more particularly described as follows:

BEGINNING for the same at a point in the concrete State road leading from Dublin to Whiteford, said beginning being N 47° 0' West by the magnetic meridian of 1954 448 feet measured in the center line of the said road from the division line between the said Fender and Amos Scarborough, running thence on the center line of the said road N 47° 0' West 100 feet, thence leaving the said road and crossing the land of the Grantors for lines of division now made the following remaining courses and distances: N 49° 0' East 27.40 feet to an iron pipe now set northeasterly from said road, with the same course N 49° 0' East 172.60 feet to an iron pipe now set, thence S 47° 0' East 100 feet to an iron pipe now set, thence S 49° 0' West 178.70 feet to an iron pipe now set northeasterly from said road, with the same course S 49° 0' West 21.30 feet to the place of beginning; containing four hundred fifty seven one-thousandths (0.457) of an acre, more or less, as surveyed by A. A. Raphel, August 11, 1954, and as shown by the plat attached hereto and made a part hereof.

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

TO HAVE AND TO HOLD the above described parcel of land and premises unto the said Richard Peters and Martha C. Peters, his wife, as tenants by the entirety, their assigns, or the survivor of them, or the heirs and assigns of the survivor of them, forever in fee simple.

AND the said Edward C. Fender and Alta S. Fender, his wife, do hereby covenant to warrant specially the lands and premises above described and hereby intended to be conveyed, and to execute such other and further assurances of the same as may be requisite and necessary.

AND the said Sarah Jane Fender, by Jane Fender her Attorney-in-fact under Power of Attorney, hereinbefore mentioned, joins in the execution and acknowledgment hereof for the purpose of releasing the lands and premises hereby conveyed from the lien, operation and effect of a mortgage from the said Edward C. Fender and Alta S. Fender, his wife to Sarah Jane Fender, dated February 15, 1954, and recorded among the Land Records of Harford County in Liber G. R. G. No. 409, folio 267; not intending, however, to release any other lands or premises of the grantors, as herein reserved.

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

Test:

Edward C. Fender (SEAL)
Edward C. Fender

Alta S. Fender (SEAL)
Alta S. Fender

SARAH JANE FENDER

Helen H. Morrison
Helen H. Morrison

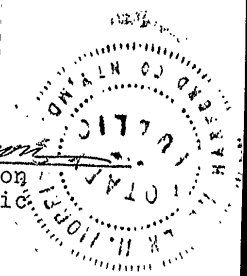
By Jane Fender (SEAL)
Jane Fender,
Attorney-in-fact

STATE OF MARYLAND, HARFORD COUNTY, SCT:

I hereby certify that on this *2nd* day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared Edward C. Fender and Alta S. Fender, his wife, and Jane Fender, Attorney-in-fact for Sarah Jane Fender, and acknowledged the foregoing deed to be their respective act.

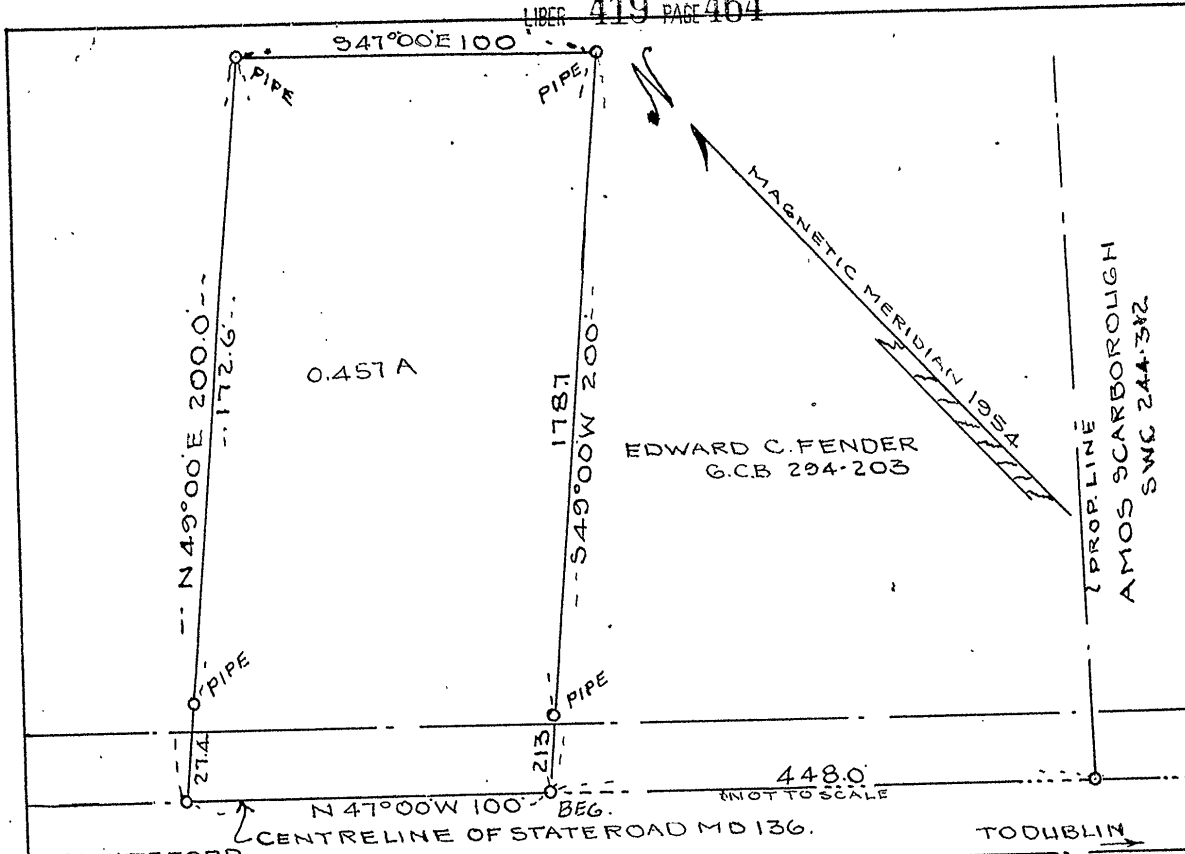
Witness my hand and Notarial Seal.

Helen H. Morrison
Helen H. Morrison
Notary Public



TRANSFERRED
L. KANOE S/A ALL TAXES PAID
By 8 Sept '54 STREET BOWMAN, TREAS.
7/8/5410





TOWHITEFORD ← CENTRELINE OF STATE ROAD MD 136. → TODUBLIN

RECEIVED FOR RECORD
 RECORDED IN LIBER 419
 NO. 464 FOLIO 464 ONE OF THE
 SEP 9 1 24 PM '54
 RECORDS HARFORD
 COUNTY, MD. & EXAMINED
 PER GARLAND R. GREER,
 CLERK

RESERVATION
 IN CONVEYANCE
 FROM
 EDWARD C. FENDER + wife.
 TO
 RICHARD PETERS + wife.
 5TH. DIST. HARFORD CO MD
 SCALE 1"=40 AUG. 10 1954
 SURVEYED & MARKED BY
A. C. Ruffel REG. LAND SURVEYOR
 TOWSON 4. MD

190
 200
 190
 200

THIS MORTGAGE, made this *Ind* day of September in the year nineteen hundred and Fifty-four by RICHARD PETERS and MARTHA C. PETERS, his wife of Harford County, in the State of Maryland

Wherean, the said Richard Peters and Martha C. Peters, his wife, are justly and bona fide indebted unto Edward C. Fender and Alta S. Fender, his wife, in the full and just sum of Twenty Five Thousand Dollars (\$25,000.00), being balance of purchase money for the lands and premises and personal property hereinafter described, and being desirous of securing the repayment of said sum at the expiration of five years from the date hereof, together with interest thereon at five percent (5%) per annum, payable semi-annually, with the privilege reserved to the Mortgagors to make payments on the principal of Five Hundred Dollars (\$500.00), or multiples thereof, or to prepay the entire mortgage indebtedness at any interest payment date, therefore, this mortgage is executed.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Richard Peters and Martha C. Peters, his wife,

do grant and convey unto the said EDWARD C. FENDER and ALTA S. FENDER, his wife, as tenants by the entireties, their assigns, or the survivor of them, or the heirs and assigns of the survivor of them, forever in fee simple,

~~successors, personal representatives and assigns in fee simple~~
all that tract or parcel of land situate and lying in the Fifth Election District of Harford County, Maryland, on the northeast side of the State road leading from Whiteford to Dublin, containing one hundred forty five (145) acres, more or less, and being the same and all the land conveyed by and described in a deed from Edward C. Fender and Alta S. Fender, his wife, et al. to the said Richard Peters and Martha C. Peters, his wife, dated even date herewith, and recorded or intended to be recorded among the Land Records of Harford County prior hereto; and including all of the following personal property located on the premises herein described:- Milk box, can rack, can hoist, manure spreader, Farmall Super C. Tractor, Venetian blinds in house, 2 Electric hot water heaters, 55 head of cattle, 3 electric brooders, new plow, corn planter, tractor sprayer, spring tooth harrow, disc harrow, all sawed posts, all round posts, McCormick-Deering Mower, elevator, hammer mill, drill, wood saw, belts, all chickens, electric stove, hay rake, new feed car, bale loader and all small tools; it being intended by the parties hereto that the Mortgage lien herein created shall, with respect to each and every item of goods, chattels and personal property bargained and sold as herein provided, attach to the increase from the livestock herein described and to the proceeds from the sale of or to other goods and chattels received by the Mortgagors in exchange for any item, as described herein, with the same force, operation and effect as to the item so sold or exchanged.

Together with the buildings and improvements and all annual, pitched and cultivated crops thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto in anywise appertaining.

And it is agreed, that in the event of a sale under this mortgage, all crops of every description, planted or growing upon the mortgaged property shall pass to the purchaser.

To Have and To Hold the above described property unto the proper use and benefit of the said mortgagees, their ~~successors~~ personal representatives or assigns, forever.

Provided that if the said Richard Peters and Martha C. Peters, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Edward C. Fender and Alta S. Fender, his wife,

their ~~successors~~ personal representatives or assigns, the aforesaid sum of Twenty Five Thousand Dollars (\$25,000.00)

with interest as aforesaid in the manner and at the time hereinbefore stipulated, 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 shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues, charges, mortgage debt and interest as hereinbefore stipulated, the said mortgagor for themselves, their heirs, personal representatives or assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said mortgage debt when and as payable, or the interest thereon which shall accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and it shall be lawful for the said mortgagees, their ~~successors~~, personal representatives or assigns, or Edward C. Wilson, Jr. their hereby duly appointed Attorney or Agent, at any time after such default, to sell either as an entirety or in parcels at the option of said mortgagee, their ~~successors~~ personal representatives or assigns, or of said attorney, the said property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs incurred in making such sale, at public sale or after a public offering at private sale, and to grant and convey the said property to the purchasers thereof, his, her, or their heirs or assigns; which sale if at public auction shall be made in the manner following, viz: Upon giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Harford County, and such other notice as by the mortgagee, their ~~successors~~, personal representatives or assigns, or the aforesaid attorney may be deemed expedient; and if at private sale, after a public offer, in such manner and on such terms as said mortgagee, their ~~successors~~, personal representatives or assigns or said attorney may deem best; and in the event of proceeding under the powers herein granted, or of the filing of a bond by the said mortgagee, their ~~successors~~, personal representatives or assigns, or by said attorney, the person or body corporate exercising said power or filing said bond, shall be first paid or distributed such compensation as is allowed to trustees by Courts of Equity for like services, and all expenses incident to the exercise of such power, including as well all such counsel fees as the said mortgagee, their ~~successors~~ personal representatives or assigns or said attorney may incur in connection with the exercise of said power or with the foreclosure of this mortgage; and the balance of the money arising from the exercise of said power shall be paid and applied to this mortgage, whether the same shall have matured or not, and thereafter to whomsoever entitled thereto.

themselves,
And the said mortgagor S, for/their personal representatives or assigns, do further covenant to inure,
and pending the existence of this mortgage to keep insured, by some insurance company or companies acceptable to the
mortgagee S, their ~~executors~~, personal representatives or assigns, the improvements on the hereby mort-
gaged land to the amount of at least their full insurable value and to cause the policy or policies effected thereon, to
be so framed or indorsed, as in case of fire, windstorm, cyclone and tornado, to inure to the benefit of the said mort-
gagee S, their ~~executors~~, personal representatives or assigns to the extent of their lien or claim
hereunder.

As Witness the hand S and seal S of the said mortgagor S .

TEST:

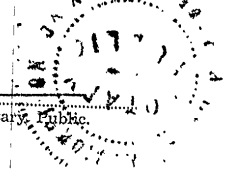
Helen H. Morrison
Helen H. MORRISON

Richard Peters (Seal)
Richard Peters
Martha C. Peters (Seal)
Martha C. Peters
..... (Seal)
..... (Seal)

State of Maryland, Harford County, Sgt.

I Herely Certify that on this *2nd* day of September, in the year 19 *54*, before me,
the subscriber, a Notary Public of the State of Maryland, in and for Harford County,
duly commissioned and qualified, personally appeared Richard Peters and Martha C. Peters,
his wife,
and they acknowledged the foregoing mortgage to be their act and deed.


AS WITNESS my hand and Notarial Seal:

Helen H. Morrison
Helen H. Morrison Notary Public


State of Maryland, County of Harford, Sgt.

I Herely Certify that on this *2nd* day of September, in the year 19 *54*, before me,
the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified,
personally appeared Edward C. Wilson, Jr., Attorney for the within named
mortgageeS, and made oath in due form of law, in the presence of Almighty God, that the consideration stated in the
aforegoing mortgage is true and bona fide as therein set forth, (and he is the duly authorized agent of the mortgagee
to make this affidavit).

AS WITNESS my hand and Notarial Seal:

Helen H. Morrison
Helen H. Morrison Notary Public


RECEIVED FOR RECORD
RECORDED IN LIBER *44*
NO. *79* FOLIO *65* ONE OF THE

SEP 9 1 25 PM '54
2nd RECORDS HARCORN
COUNTY, MD. & EXAMINED
PER GARLAND R. GREER,
CLERK

FOR VALUE RECEIVED, we hereby release the within and foregoing Mortgage.
AS WITNESS our hands and seals this 4th day of March, 1958.

EDWARD C. FENDER (SEAL)
ALTA S. FENDER (SEAL)

WITNESS: ETHEL R. RITCHIE

Release received and recorded this 4th day of March, 1958 and examined per Garland R. Greer, Clerk.