

Exhibit.

No 79611. Equity.

Filed November 20-1905.

At the request of Franklin Buchanan Smith the following Mortgage is received for Record and recorded September 9th 1903 at 12:35 O'clock P.M.

Test: Douglas K. Corgett, Clerk.

This Mortgage made this ninth day of Sept in the year nineteen hundred and three by Lottie E. Staley and Milton K. Staley her husband both of Frederick City, Frederick County, in the State of Maryland. Witness: Thomas, the said Lottie E. Staley and Milton K. Staley stands indebted to Franklin Buchanan Smith of Frederick County in the State of Maryland in the sum of eight hundred and fifty dollars upon their promissory note of even date heretofore for said amount payable one year after date with interest from date at the rate of six per cent per annum payable semi-annually to Franklin Buchanan Smith or order, now therefore in consideration of the above recited premises, and the further consideration of the sum of one dollar, the receipt of which is hereby acknowledged the said Lottie E. Staley and Milton K. Staley, her husband do grant unto the said Franklin Buchanan Smith all that real estate situate, and lying and being in Frederick City, in Frederick County, in the State of Maryland, on the West side of South market Street in said City and being the same real estate which was conveyed to the said Lottie E. Staley and Milton K. Staley her husband by deed dated on the ninth day of September A. D., 1903 from Franklin Buchanan Smith and intended to be recorded prior to this mortgage in Liber 20 to her No - folio - one of the Land Records of Frederick County as by reference thereto will more fully appear together with all and singular the buildings and improvements thereon and the rights, ways, privileges appurtenances thereto belonging and in any way appertaining, provided that if the said Mortgagee their personal representatives or assigns shall punctually pay to the said Franklin Buchanan Smith his personal representatives, or assigns, the aforesaid sum of eight hundred and fifty dollars and the interest thereon semi-annually in accordance with the tenor of said promissory note as aforesaid, and shall do