

No 8484 Equity

Exhibit No. 17.

Filed Nov. 17. 1909.

At the request of Flook, Garver, Leatherman, Summers, Grossnickle and Company, the following Mortgage is received for record and recorded December 1st. at 10.05 O'clock. A.M.

Test: Samuel T. Haggner, clerk.

This Mortgage, made this 14th day of October, in the year, nineteen hundred and six, by Joseph M. Garver and Grace E. Garver, his wife, of Frederick County, Maryland, Witnesses: That whereas the said Joseph M. Garver and Grace E. Garver, his wife, have stand indebted unto Cyrus T. Flook, George J. Garver, John C. Leatherman, Joshua Summers and C. Upton Grossnickle, partners trading as Flook, Garver, Leatherman, Summers, Grossnickle and Company Bankers, all of said County and State, in the sum of of twenty five hundred dollars upon their joint and several promissory note of even date herewith drawn for said sum and made payable to the said Flook, Garver, Leatherman, Summers, Grossnickle and Company, or order, six months after date, and for the purpose of securing the payment of the said note at maturity, or of any renewal of the same or of any part thereof, this Mortgage is executed,

Now therefore, in consideration of the premises and of the sum of five dollars, the receipt of which is hereby acknowledged, the said Joseph M. Garver and Grace E. Garver his wife do hereby grant and convey in fee simple unto the said Cyrus T. Flook, George J. Garver, John C. Leatherman, Joshua Summers and C. Upton Grossnickle; partners trading as Flook, Garver, Leatherman, Summers, Grossnickle and Company, Bankers, all of that tract or parcel of land known as Athletic Park, in Frederick County, Maryland, now within the corporate limits of Frederick City, containing five acres, fractions and twenty seven square perches of land, more or less, which was conveyed to the said Joseph M. Garver by The Athletic Park Company of Frederick County, Maryland a body Corporate, by deed dated April 9th, 1904, and recorded in Liber S. T. H. No. 265, folio 480, one of the said Records of said County, by reference whereunto the same will fully appear

Together with the buildings and improvements thereon, and the rights, ways, easements and appurtenances therunto belonging or appertaining.

Provided that if the said Mortgagee, their heirs or assigns shall pay the said promissory note at maturity, or any renewal of the same or of any part thereof, when due and payable, then this Mortgage shall be void.

And provided that until default shall be made in the payment of the said note maturity, or of any renewal of the same or of any part thereof, according to the tenor of the same, it shall be lawful for the said Mortgagee, their heirs and assigns, to occupy and possess the said Mortgagee premises as of their present estate therein;

And the said Mortgagee for the consideration aforesaid,