

day of April A. D. 1913, we the said James Westly Linton and Oma H. Linton, his wife, do hereby grant and convey unto the said The Smithburg Bank of Washington County, in fee simple, all that track of land or farm with improvements thereon, situate, lying and being in Catoctin District, Frederick County, Maryland, being parts of tracts called "The Six Daughters" and "Stony Garden" containing 1375 acres of land, more or less, being the same tracts of land or parcels which was conveyed to the said Westly Linton by Martin L. Freshour, Executor, by deed bearing date Moh. 29th 1913, and recorded immediately preceeding this mortgage in one of the land records of Frederick Maryland, to which said deed a reference is hereby made for a more particular description of the property hereby conveyed.

Provided, that if we the said James Westly Linton and Oma H. Linton, shall pay to the said, The Smithburg Bank of Washington County, the said sum of (\$200) Two Hundred Dollars, at the maturity of the said promissory note, together with the interest thereon, and shall perform all the covenants herein contained then this mortgage shall be void.

And we the said John Wesley Linton and Oma H. Linton do hereby covenant and agree as follows--

First --That we will pay the said sum of money at the maturity of the said promissory note, with interest as above set forth.

Second--That we will pay all taxes on said property, when due, and will insure and keep insured the buildings on said mortgaged property to the amount of at least Two Hundred and he will have the policy or policies endorsed so as to insure to the benefit of the mortgagee in case of fire, and upon the failure of said mortgagors to pay any insurance premium or taxes when due, the said mortgagee is authorized to pay the same, which shall be added to and become a part of the mortgage debt.

Third---That we will pay all costs and counsel fees which the party making a sale under this mortgage, or under any decree of foreclosure may be charged for the collection of this mortgage debt, such costs and counsel fees to be considered as a part of the mortgage debt.

Provided, further that if default be made in the payment of the aforesaid mortgage debt, or the interest thereon, when due and payable, or any covenant or condition of this mortgage, then it shall be lawful for Reuben B. Brown as the agent of the said the Smithburg Bank of Washington County, at any time after such default, to sell the property hereby mortgaged, after giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Washington County, Maryland, on such terms as the party making a sale may determine, and out of the proceeds of such sale to pay all expenses, counsel fees and the usual equity commissions for selling then to pay off the mortgage debt aforesaid principal and interest and the residue (if any therebe) to the said mortgagors, or to whoever may be entitled to the same.

Witness our hands and seals

Test--

James Wesley Linton (seal)

H. K. Newcomer.

Oma H. Linton (seal)

State of Maryland, Washington County nowit--

I hereby certify that on this 5th day of April A. D. 1913, before me the subscriber, a Notary Public of the State of Maryland in and for Washington County, personally appeared the above named James Wesley Linton and Oma H. Linton his wife, and did each acknowledge the foregoing mortgage to be their respective act, and at the same time before me came Reuben B. Brown agent of the said, The Smithburg Bank of Washington County, and made oath in due form of law that that consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is such agent.

In testimony whereof, I have hereunto set my hand and affixed my Notarial seal, the day and year first above written.

Reuben J. Newcomer, Notary Public.

Notary Public Seal
