

to be his act and deed.

C. H. Eekstein,

Justice of the Peace.

State of Maryland, Washington County, Nowit--

I hereby certify that on this 21st day of July 1910, before me the subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared Franklin O. Cox, treasurer of the Peoples Banking Company, of Smithburg, Maryland, a body corporate, and made oath in due form of law that the consideration named in the above and within mortgage is true and bona fide as therein set forth; and the said Franklin O. Cox, treasurer as aforesaid, did further make oath in due form of law, that the Peoples Banking Company of Smithburg, Maryland, a body corporate has not required the mortgagor, his agent or attorney or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid in advance, nor will it require any tax levied thereon to be paid by the said mortgagor or any person for him during the existence of this mortgage.

And the said Franklin O. Cox, treasurer as aforesaid, and further made oath in due form of law, that he is the duly authorized agent of The Peoples Banking Company, of Smithburg, Maryland, a body corporate, and is authorized to make this affidavit in it's behalf.

Witness my hand and Notarial seal on the day and year above written.

Keller J. Beard,

Notary public.

Notary Seal.

EXHIBIT NO. 2.

This Mortgage made this 20th day of April in the year nineteen hundred and five A. D. by us Howard J. Wolfe and Lula E. Wolfe, his wife, of Frederick County, State of Maryland, witnesseth--That whereas we the said Howard J. Wolfe and Lula E. Wolfe, his wife, stand indebted unto William Wolf of the aforesaid county and State in the sum of Five Hundred Dollars (\$500.) upon a promissory note of even date herewith and payable unto the said William Wolf or order one year after date, with interest thereon at 5 per cent per annum from date. And for the better securing of the payment of the aforesaid promissory note and interest thereon at maturity, we the said Howard J. Wolfe and wife have agreed to execute these presents. Now therefore in consideration of the premises and of One Dollar, the receipt of which is hereby acknowledged, we the said Howard J. Wolfe, and wife do hereby grant unto the said William Wolfe all the following described parcels of land, which are more fully described in a deed from the said William Wolf and wife for about 51 acres of land, said deed bearing the date of January 14th 1899, all of which is hereby conveyed unto the said William Wolfe by us. Provided that if the said Howard J. Wolfe and wife shall pay unto the said William Wolfe the aforesaid promissory note at maturity with the interest thereon from date then this mortgage shall be void.

Provided also that until default be made in the payment of the promissory note at maturity and the interest thereon from date, the said Howard J. Wolfe and wife shall possess the said mortgaged property as of their present estate therein. And provided that if default be made in the payment of the aforesaid promissory note or of the interest thereon at maturity then it shall be lawful for the said William Wolfe to sell the said property and premises hereby mortgaged at the premises, by public auction for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week prior to the day of