

penses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed on commissions to trustees making sale under orders or decrees of the Circuit Court for Frederick County in Equity, which said expenses, costs and commission the said mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant to pay; and the said mortgagee, his personal representatives or assigns or E. McClure Rouzer, their said attorney shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed thereof legal tender is made of said principal interest, costs, expenses and commission.

Witness the hand and seal of the said Mortgagor.

Test--

P. Hanson Hiss Duncan

(seal)

Howard D. Adams.

State of Maryland, Baltimore City, to wit--

I hereby certify on this 3rd day of November, in the year nineteen hundred and thirteen before me, a Notary Public of the State of Maryland, in and for the City of aforesaid, personally appeared P. Hanson Hiss Duncan, the mortgagor named in the foregoing mortgage and acknowledged the foregoing Mortgage to be his act. At the same time also appeared Joseph Englar, the above named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As witness my hand and notarial seal.

Howard D. Adams.

Notary Seal.

Notary Public

State of Maryland, Carroll County, to wit--

I hereby certify that on this 5th day of November A. D. 1913, before me a Notary Public of the State of Maryland, in and for Carroll County, personally appeared Joseph Englar the mortgagee mentioned in the foregoing mortgage and made oath in due form of law that he 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 he require any tax levied thereon to be paid by the mortgagor or any person for him during the existence of this mortgage.

Cleveland Anders,

Notary Seal.

Notary Public.

For value received I hereby assign the within mortgage to E. McClure Rouzer. As witness my hand and seal, this 21st day of June, 1915.

Test--

Joseph Englar

(seal)

John A. Englar.

State of Maryland, Frederick County, to wit--

I hereby certify that on this 12th day of August A. D. 1915, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Charles McC. Mathias, agent for E. McClure Rouzer, assignee of mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing assignment of mortgage is true and bona fide, and that the said E. McClure Rouzer, Assignee of Mortgagee, has not required the said 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 he, the said assignee of mortgagee, require any tax levied thereon to be paid by the said mortgagor or any person for him during the existence of this mortgage; and further that he is the agent of the said E. McClure Rouzer, assignee of mortgagee, and as such is authorized to make this affidavit.

Given under my hand and seal Notarial the day and year aforesaid.

Grayson H. Staley

Notary Seal.

Notary Public.

Assignment recorded Aug. 17 1915.

Test--Harry W. Bowers, Clerk.