payment, in the first place, of the expences attending such sale, secondly, to the payment of the said notes then due and thirdly, to the payment of all ther of said notes that may fall due and not be paid by the said Augustus H. Ebert umtil all of the notes so as aforesaid indorsed by the said Edward J. Winebrenner Sr. shall be fully paid with the expences thereon, and then to pay the surpluss of said proceeds of sale, if any, to the said Augustus H. Ebert, And the said Augustus H. Ebert hereby covenants and agrees as part of this mortgage, default in the covenant to give the right to sell as above provided, that he will during the continuance of this mortgage keep the property hereby mortgaged insured in some good and reliable Company from loss by fire in an ammount not less than Ten Thousand Dollars.

Witness our hands and seals,

Augustus H. Ebert (Seal)

Test: Thad M. Biser. Elizabeth Ebert (Seal)

State of Maryland, Frederick County, Sct:-

I hereby certify that on this 28th, d y of FEbruary A.D. 1899 before me a Justice of the Peace in and for said County and State, personally appeared Augustus H. Ebert, his wife, and each acknowledge the aforegoing mortgage to be their respective act and deed, and at the same time alsd personally appeared Edward J. Winwbrenner Sr, the mortgagee above named and did make oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth.

Thad M. Biser, J.P.

In consideration of the payment by Augustus H. Ebert to the Central National Bank of Frederick of the sum of One Thousand Dollars and for value received I hereby release from the operation of the above mortgage the property mentioned and described therein as the Laundry Property, being the Property described in the deed from Charles W. Ross Trustee to Augustus H. Ebert and John Ebert, dated April 4th, 1888, and recorded among the land records of FRederick County, in Liber W.I.P. No. 6, folio 122 retaining the lien of said mortgage on all the other real estate mentioned in said mortgage.

Witness my hand and seal this 24th, day of April A.D. 1906.

Witness, Edward J. Winebrenner Sr. (Seal)

Harry E. Chapline.

(Partial release recorded April 24, 1906.
Test: Samuel T. Haffner, Clerk)

State of Maryland, Frederick County, to-wit:-

I hereby certify that the aforegoing is a true copy of the original Mortgage as the same is recordd in Liber D.H.H. No. 4 folio 654 &c., one of the land Records for Frederick County, Maryland, with the partial release thereof as entered upon said Land Record.

PLACE OF Court. SEAL

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 3rd, ady of February, A.D. 1908.

Samuel T. Haffner

Clerk of the Circuit Court for Frederick County, Md.

Filed Feby, 14th, 1908

EXHIBIT NO "2"

Certificate of Appointement of Trustee by Creditors.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

In the matters of
Augustus H. Ebert,
trading as B.
Ebert & Sons,

BANKRUPT.

No. 1665 "H" In Bankruptcy.

At Frederick, in said District, on the 10th, day of October 1907, before Edward Y. Goldsborough, Refree in Bankruptcy.

This being the day appointed by the Court for thr first meeting of creditirs of said Bankrupt,