

which was conveyed to the said John W. Weller by George T. Cline of the City of Chicago in Cook County State of Illinois, by deed bearing date on the 26th day of June in the year Nineteen hundred and Two, and intended to be recorded among the Land Records of Frederick county, Provided that if I the said John W. Weller my executors, administrators or assigns shall pay to the said Ann C. Kunkel her executors administrators or assigns the said sum of money in said promissory note recited together with all interest that may accrue thereon when the same shall become due and payable by the terms and conditions of the said promissory note, then this Mortgage shall be null and void, Provided that until default shall be made in the payment of the said Promissory note or until _____ shall be made in the payment of any installment of interest thereon when the same shall become due as aforesaid the said John W. Weller shall occupy and possess the said Mortgaged premises as if his present estate therein, but if default shall be made in the payment of the promissory note at the maturity thereof, or if default shall be made in any one installment of interest when the same shall become due and payable by the terms thereof then it is hereby agreed that the whole mortgage debt shall become due and payable whether the same shall have matured by the terms thereof or not, and it shall then be lawful for the said Ann C. Kunkel, her executors, administrators or assigns to sell the said mortgaged premises at the Court House Door in Frederick City, Frederick County, Maryland, at Public sale for cash first given at least three weeks notice of the time place manner and terms of sale, by advertisement inserted in some newspaper published in Frederick County once a week for three successive weeks prior to the day of sale, and the proceeds of sale shall be applied as follows, First to the payment of all costs, charges and expenses of sale including reasonable council fees and such commissions to the person making such sale as are usually allowed Trustees for making sale of Real Estate in Equity Second to the payment in full of the said promissory note with all the interest thereon up to the time of payment, whether the same shall have matured by the terms thereof or not, and lastly the surplus if any, shall be paid to the said John W. Weller or to his assigns and the said John W. Weller does hereby covenant that he will cause the buildings on said Mortgaged premises to be insured from loss by fire in some safe and reliable Insurance Company in a sum not less than Two Thousand Dollars will during the continuance of this mortgage, keep the same insured pay the premiums thereon and will assign the policy of Insurance to Ann C. Kunkel, as further and additional security for the payment of the said Promissory note.

Witness our hands and seals

John W. Weller (SEAL)

Olivia M. Weller (SEAL)

TEST!-John Francis Smith.

State of Maryland Frederick County. to-wit!-

I hereby certify that on this third day of July in the year nineteen hundred and two before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, personally appeared John W. Weller and Olivia M. Weller his wife and did each acknowledge the foregoing deed of Mortgage to be their respective act, and at the same time before me personally appeared Ann C. Kunkel the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth, and the said Ann C. Kunkel Mortgagee as aforesaid, also made oath in due form of law that she has not required the mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will she require the same to be paid by the mortgagors or any person for them during the existence of this mortgage.

John Francis Smith, J.P.

State of Maryland, Frederick County, Sect!-

I hereby certify that the foregoing mortgage from John W. Weller and Olivia M. Weller to Ann C. Kunkel is a true copy, as taken from Liber D. H. H. No. 14, folio 682 & co. One of the Land Records of Frederick County, Maryland.



In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court this 2nd day of March, A. D. 1916. at Frederick, Md.

Eli G. Haugh Clerk
of the Circuit Court for Frederick County, Md.

Filed March 4th, 1916.

EXHIBIT NO. 2

STATE OF MARYLAND, FREDERICK COUNTY, SCT!