

bearing even date with this Mortgage, and to be recorded among the land records of Frederick County, together with the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining, To have and to hold the above granted property, unto the said John S. Hoffman his heirs and assigns forever in fee simple, Provided that if the said Elmer J. Pittinger, his executors, administrators and assigns shall pay to the said John S. Hoffman, the promissory note aforesaid, at maturity and the interest thereon, when due and payable, and shall keep and perform the covenants therein contained on his part to be performed, then this Mortgage shall be void, And provided that until default be made in the payment of the said promissory note aforesaid, at maturity or the interest thereon when due and payable, or in the performance of any covenant herein contained on his part to be performed, the said Elmer J. Pittinger shall possess the Mortgaged premises as of his present estate therein, and provided that if default shall be made in the payment of the said Promissory note, at maturity, or the interest thereon when due and payable or of any part of either, or in the performance of any covenant on his part to be performed, herein contained, then it shall be lawful for the said John S. Hoffman, or his assigns, to sell the said Property, and premises hereby mortgaged, on the premises, by public auction, for cash after having given at least three weeks previous notice of such sale, inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice, as the said Mortgagee may think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs charges and expenses, attending such sale including usual commissions and reasonable Council fees for preparing Bond report of sale and attending to the ratification thereof, and then to the payment of the said Promissory note, and the interest thereon, and the surplus if any, to pay the same to the said Elmer J. Pittinger his heirs or assigns.

Witness my hand and seal

Elmer J. Pittinger, (Seal)

Test!- Benjamin M. Jones.

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

I hereby certify that on this 8th day of July in the year Nineteen hundred and eight, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, aforesaid, personally appeared Elmer J. Pittinger and did acknowledge the foregoing Mortgage to be his act; and at the same time and place personally appeared John S. Hoffman, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and boni fide as therein stated, and also made oath in due form of law, that the Mortgagee has not required the Mortgagor, his 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 he require any tax levied thereon to be paid by the Mortgagor or any person for them during the existence of this Mortgage.

Benjamin M. Jones, J.P.

For value received I hereby assign the within and foregoing Mortgage to Isaac S. Hankey.

Witness my hand and seal this 4th day of May 1912.

J.S. Hoffman (SEAL)

TEST!- John G. Jones.

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

I hereby certify that on this 14th day of May Nineteen hundred and twelve, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Isaac L. Hankey, Mortgagee, and made oath in due form of law that the consideration stated in said Mortgage is true and boni fide as therein set forth; and also made oath in due form of law, that said Mortgage has not required the said Mortgagor, his agent or attorney, or any person for the said Mortgagors to pay the tax levied on the interest covenanted to be paid in advance, nor will the said Mortgagee require any tax levied thereon to be paid by the said Mortgagor, or any person for him during the existence of this Mortgage. Given under my hand and seal the day and year aforesaid,

Joseph C. Gernand, J.P.

Assignment recorded June 12-1912.

Test!- Harry W. Bowers, Clerk.

State of Maryland, Frederick County, to wit!-

I hereby certify that the foregoing Copy of Mortgage from Elmer J. Pittinger to John F. Hoffman with assignment thereon to Isaac L. Hankey is a true copy of the same as taken from Liber S.T.H.No.