

equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid by the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Louis Bretz, for his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Dollars, and to cause the policy to be effected thereon so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness, the hand and seal of the said Mortgagor.

Louis Bretz (Seal)

Test: Edward Hewes.

Whereas the property herebefore Mortgaged is now subject to the lien of a mortgage held by the Middle States Loan Building & Construction Company of Hagerstown Maryland for the sum of six thousand dollars, said Mortgage being dated the 29th day of October 1892, and recorded to the above mortgage among the land records of Frederick County Md, I hereby covenant and agree that said mortgage to said Middle States Loan Building & Construction Company of Hagerstown Maryland shall have priority to the above mortgage to me, and shall first be paid principal and interest according to the terms thereof, from the proceeds of sale of said mortgaged property before any payment shall be made therefrom on account of my said mortgage.

Witness my hand and seal this 29th day of October 1892.

Otto Kamberger. (Seal)

State of Maryland, Frederick City to-wit!

I HEREBY CERTIFY, That on this twenty ninth day of October in the year one thousand eight hundred and ninety two before the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick Co. aforesaid, personally appeared Louis Bretz and he acknowledged the foregoing Mortgage to be his act; and now at the same time, before me, personally appeared also Otto Kamberger the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and boni fide as therein set forth.

Edward Hewes, J.P.

I hereby assign the within Mortgage to William E. Schloegel.

Witness my hand and seal this twenty-ninth day of May, 1894.

Otto Kamberger (Seal)

Witness. John R. Klein.

Assignment recorded June 2, 1894.

Filed with the Examiner Oct. 15-1895.

Test John L. Jordan Clerk.

ORDER NISI ON SALES.

William E. Schloegel, Assignee
of Otto Kamberger, Mortgagee
of Louis Bretz.

On.

P E T I T I O N.

No. 6273 Equity. in the Circuit Court
for Frederick County, sitting in
Equity, July TERM, 1894. In the Matter
of the Report of Sales filed the 17th.
day of July 1894.

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ORDERED, That on the 9th day of August 1894, the Court will proceed to act upon the Report of Sales of Real Estate, reported to said Court by William E. Schloegel, Assignee of Mortgagee, in the above case, to finally ratify and confirm the same, unless cause to the contrary thereof be shown before said day; provided a copy of this order be inserted in some newspaper published in Frederick County, for three successive weeks prior to said day.

The Report states the amount of sales to be \$8000, subject to mortgaged indebtedness.

Dated this 17th day of July, 1894.

John L. Jordan

"Examiner" Filed July 17th, 1894.

Clerk of the Circuit Court for Frederick County.