

waiver notes or single bill above mentioned then this mortgage shall be void. But if default be made in the payment of said sum of Eight hundred and fifty dollars and the interest thereon when due and payable or in any part thereof then it shall be lawful for the said William F. Fisher his personal representatives or Assigns to sell said above described real estate on the premises by Public Auction for Cash after giving not less than three weeks Notice of the time, place manner and terms of sale by advertisement in some newspaper published in Frederick County for three successive weeks prior to the day of sale and he shall apply the proceeds of said sale as follows, first the payment of all costs and expenses attending said sale including Commissions and a reasonable Counsel fee for reporting said sale and preparing necessary papers and all taxes that may be due on said real estate then the payment of the above mentioned mortgage debt of Eight hundred and fifty dollars and the interest thereon or so much thereof as remains unpaid and the balance if any to be paid to the said Margaret A. Shank or to whom soever may be legally entitled thereto, Witness my hand and seal.

Test. Edward H. Rowe.

Margaret A. Shank (Seal)  
 Margaret A. Shank (Seal)  
 Executrix of the last Will and  
 testament of Joseph N. Lohr Deed

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

I hereby certify that on this Eighteenth day of August in the year Nineteen hundred and Sixteen before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County aforesaid personally appeared Margaret A. Shank and did individually and as the executrix of the last will and testament of Joseph N. Lohr late of Frederick County deceased, acknowledge the foregoing Mortgage to be her act and deed and also came William F. Fisher the within 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 stated and he also made oath in due form of law that he the said mortgagee has not required the Mortgagor her Agent or Attorney or any person for the said Mortgagor to pay the tax levied on 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 her during the existence of this mortgage.

Filed April 18th, 1917.

M. F. Shuff J.P.

"Exhibit No. 2" NOTE

\$498.99

Emmitsburg, Md., August 18th, 1916.

Six months after date I promise to pay to William F. Fisher, or order, Four hundred and Ninety Eight 99/100 Dollars For value received with interest from date, an Attorney's fee of five per cent, in case payment thereof shall not be made at maturity, hereby authorizing a confession of judgment against me in favor of the holder for said sum of money and interest by any attorney of any Court of Records of the State of Maryland, if the same be not paid at maturity, with cost of suit, without stay of execution and with waiver of the right of appeal and of the benefit of all exemption laws of the said State now in force.

Witness my hand and seal

Margaret A. Shank (Seal)  
 Margaret A. Shank (Seal)  
 Executrix of the Last Will and testament  
 of Joseph N. Lohr deceased.

Test!:-Edward H. Rowe.  
 This note is secured by a Mortgage  
 of even date herewith.

Filed April 18, 1917.