

"EXHIBIT "A"

THIS MORTGAGE, made this 1st day of April in the year Nineteen Hudedred and Ten, by us, Albert M. Swain and Elizabeth A. Swain, his wife, of Frederick County, in the State of Maryland, W I T H E S S E T H:- That whereas the said Albert M. Swain and Elizabeth A. Swain, his wife, now stand indebted to the Valley Savings Bank, of Middletown, Frederick County, Maryland, a body corporate of the State of Maryland, in the sum of Twenty-Seven Hundred Dollars (\$2700.00) upon their promissory note of even date herewith, payable to the order of said Valley Savings Bank, of Middletown, Frederick County, Maryland, six months after date, and for the better securing the payment of said promissory note, at maturity or of any other note or notes that may from time to time be given hereafter in renewal of the same or of any part thereof, and for the further consideration of the sum of One Dollar paid by the said Valley Savings Bank, of Middletown, Frederick County, Maryland, to the said Albert M. Swain and Elizabeth A. Swain, his wife, the receipt of which is hereby acknowledged, we, the said Albert M. Swain and Elizabeth A. Swain, his wife, do grant in fee simple unto the said Valley Savings Bank, of Middletown, Frederick County, Maryland, all the following piece or parcel of land situate, lying and being in Frederick County, State of Maryland, to-wit:-

All of that property known as the Phaeeger's Mill property situated about Two miles Southwest of Middletown, in Frederick County, Maryland, and being part of a tract of land called "The Blooming Month of May", and being all and the same tract or parcel of land which was conveyed unto the said Albert M. Swain by deed executed by Harlan R. Phaeeger and Temmie R. Phaeeger, his wife, by deed dated April 1st, 1910 and intended to be recorded among the Land Records of Frederick County prior to or simultaneously with the recording of this Mortgage, as by reference thereto will more fully and at large appear. TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or appertaining.

PROVIDED that if the said Albert M. Swain and Elizabeth A. Swain, his wife, their executors, administrators or assigns, shall pay the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, and shall perform each and every covenant in this Mortgage contained, then this mortgage shall be void.

AND PROVIDED that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Albert M. Swain and Elizabeth A. Swain, his wife, shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, that if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Valley Savings Bank, of Middletown, Frederick County, Maryland, or its assigns, or for Charles H. Coblenz as trustee, to sell the said property and premises hereby mortgaged in front of the Valley Register Office, in Middletown, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to date of sale, and to apply the proceeds of such sale to the payment in the first place, of the expenses of attending said sale, including the usual commissions and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said Albert M. Swain and Elizabeth A. Swain, his wife, their heirs or assigns.