

No. 10387 Equity,

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT;

I hereby certify that on this 10th day of June A, D, 1921, before me, the Subscriber a Notary Public of the State of Maryland in and for Frederick County, personally appeared J, Floyd Lovell Mortgagee, and made oath in due form of law, that the matters and things stated in the foregoing petition and report of sales are true to the best of his Knowledge and belief, and that the sale therein reported was fairly made,

Witness my hand and Notarial seal

Asa P. Stottleyer,
Notary Public,

(place of seal)

EXHIBIT A,

At the request of J, Floyd Lovell the following Mortgage is received for Record and recorded February 9th- 1920- at 11-45-0'clock A, M,

Test; Eli G. Haugh, Clerk,

This Mortgage made this 21st day of January Nineteen Hundred and Twenty, by Otho L, Forrest and wife Nettie I, Forrest, of the first part and J, Floyd Lovell, of the Second part,

Witnesseth; that the said party of the first part for and in consideration of the sum of Six Hundred Dollars, does grant sell and convey in fee Simple unto the party of the Second part, his heirs and assigns, together with all buildings and improvements, thereon, and all the rights, thereunto belonging, all that land consisting of two parcels, being the same land which was conveyed to Millars S, Pryor, and Carrie E, Pryor, to Otho L, Forrest and wife, dated January, 21-1920, The Second part or parcel of land, adjoining first parcel, being the same land which was conveyed by deed Ulysses S, Pryor to M, S, Pryor, and Wife Containing (11 acres more or less) Jan, A, D, 1920, both of the aforesaid parcels of land, together with all the appurtenances thereunto belonging. This Conveyance is intended as a Mortgage to secure the payment of the sum of Six Hundred dollars, when the same indebtedness shall become due according to the tenor of said promissory note, of even date, or any renewal of said Note, or notes with interest Semi-annually, executed by the said Otho L, Forrest, & Wife Nettie I, Forrest to the said party of the Second part, if such payment be made this Mortgage shall be void, otherwise to be and remain in full force and Virtue in Law, and the said party of the first part their heirs Executors, administrators, and assigns hereby covenant and agree with the said party of the Second part, as follows to-wit; 1st that they will pay all taxes which may be levied upon the property, hereby Mortgaged, when the same shall become due and payable,

2- That that they will during the Continuance of this Mortgage, keep the various buildings and improvements on the said Ground, fully insured against loss by fire in some responsible fire insurance Company, for the use and benefit of the said J, Floyd Lovell or his assigns, as the Mortgage interest may appear, and that if the said party of the first part their executors or administrators, or assigns, fail to pay the said taxes, when the same shall become due and payable, and shall fail to pay the premiums on said Insurance, and the said J, Floyd Lovell or his assigns, Should pay the same. then the amount of the taxes so paid, and of the premiums so paid, with interest thereon shall become a part of the Mortgage debt, as though included in the Mortgage itself, and it is hereby further provided that in case default shall be made in the principle or interest of the aforesaid promissory note, or notes given in renewal thereof, when the same become payable, or any of the several covenants and agreements, herein on the part of the said Mortgagors, contained, then the party of the Second part, his executors administrators and assigns are hereby empowered to sell the premises above described with all appurtenance or any Part thereof, in the Manner prescribed by law, and out of the money arising from such sale, to retain the principal and interest, together with said Costs, of making such sale, and the residue if any there be shall be paid by the party making such sale on demand by the party of the first part, their heirs or assigns.

In Witness whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above written,

Test; David Herschel,

Otho L, Forrest. (seal)

Nettie L, Forrest, (seal)

I hereby certify that on this 21st day of January 1920, before me a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Otho L Forrest and his wife, Nettie I, Forrest, Mortgagors, named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. and at the same time also appeared J, Floyd Lovell and made oath in due form of law, that the consideration set forth in said Mortgage, is true and bona fide, as therein set forth, and also made oath that he 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 he require the same to be paid by the said Mortgagors, or any person for them during the existence of this mortgage,

David Herschel, J, P,