

demand, or in the performance of any of the covenants herein contained, then it shall be lawful for the said Clarence M. Phleeger, his personal representatives, heirs or assigns, to sell the property hereby mortgaged, at public sale, for cash, on the premises, after having given at least three weeks' previous notice of the time, place, manner and terms of sale, by advertisement in some news-paper published in Frederick County, and to apply the proceeds of the sale, in the first place, to the payment of all expenses incident thereto, including the usual chancery commissions and reasonable Counsel fees, then to the payment of the aforesaid mortgage debt and the interest thereon, and the balance if any, shall be paid to the said Lucinda Phleeger.

WITNESS my hand and seal.

Test:- Walter L. Rensburg

Lucinda Phleeger (seal)

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

I hereby certify that on this 31st day of July, A.D. 1919, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Frederick County, personally appeared Lucinda Phleeger, and did acknowledge the foregoing mortgage to be her act; and at the same time also appeared, personally, Clarence M. Phleeger, the above named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth; and the said Clarence M. Phleeger did also make oath in due form of law that he has not required the mortgagor, her agent or attorney or any person for the said mortgagor, 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 said mortgagor, or any person for her, during the existence of this mortgage.



(Filed November 25, 1921)

Walter L. Rensburg (seal)  
Notary Public.

EXHIBIT "C"

\$ 250.00

Frederick, Md, January 1-1918.

Six (6) months after date I promise to pay to the order of CLARENCE M. PHLEEGER Two-hundred-fifty (\$250.00) dollars for value received, with interest from date at the rate of (5%) five per centum per annum.

This note secured by Mortgage.

Lucinda Phleeger

(Filed November 25th, 1921)

EXHIBIT "D" Mortgagee's Sale.

By virtue of the Power of Sale contained in two mortgages from Lucinda M. Phleeger to Clarence M. Phleeger, both of Frederick County, State of Maryland, bearing date the 1st day of January, 1918, and the 31st day of July, 1919, respectively, the first recorded in Liber No. 323, folio 419, and the second recorded in Liber No. 330, folio 13, Land Records of Frederick County, the undersigned Mortgagee will sell at public sale on the premises in Middletown, Maryland, on SATURDAY, NOVEMBER, 19th, 1921, at the hour of 2 o'clock p.m. all that PIECE OR PARCEL OF LAND, located on the North side of West Main Street, in Middletown, Frederick County, Maryland, adjoining the property of D.V. Beachley and Bro., and being the same property which was conveyed unto the said Lucinda Phleeger by Charles E. Ifert and Susan E. Ifert, his wife, by deed dated March 30, 1905, and recorded in Liber H.W. B. No. 312, folio 168, one of the Land Records of Frederick County, The said Lot is improved with a two story Brick Dwelling House, a large stable, and other outbuildings and has a frontage on Main Street of 60 feet, and running back to the north a depth of 250 feet Terms of Sale, as prescribed by Mortgage-Cash upon ratification of sale, A deposit of \$200.00 will be required of the purchaser on the day of sale, Conveyancing, including