No. 10552 Equity.

"EXHIBIT NO. 2" "MORTGAGE"

At the request of Joseph C. Rosensteel the following Mortgage is received for record and recorded April 2nd, 1910, at 1.28 O'clock P.M. Test;-Harry W. Bowers, Clerk.

THIS MORTGAGE, made this first day of April in the year Nineteen hundred and ten, by John T. Rosensteel and Mary T. Rosensteel, his wife, both of the fifth election district of Frederick County, in the State of Maryland, WITNESSETH, that, Whereas the said John T. Rosensteel is indebted to Joseph C. Rosensteel, of the town of Emmitsburg, in the said State, in the full and just sum of Twenty Five hundred Dollars ($2500.00) part of the purchase money of the hereinafter described Real Estate, for which said indebtedness the said John T. Rosensteel has executed and delivered to the said Joseph C. Rosensteel his single bill for said sum of Twenty Five Hundred Dollars, drawn to the said Joseph C. Rosensteel or order, and payable five years after date with interest from date at the rate of four-and-one-half percent, per annum-the said interest to be paid annually, to secure the payment of which with interest thereon as aforesaid this mortgage is executed.

Now Therefore, this Mortgage witnesseth that, in consideration of the premises, and of one dollar, we, the said John T. Rosensteel and Mary T. Rosensteel, his wife, do hereby grant and convey unto the said Joseph C. Rosensteel, his heirs and assigns, all that Real Estate situated in the aforesaid fifth election district, along and near the Public Road leading from said town to Creagerstown, about two-and-three-quarter miles from said town of Emmitsburg adjoining the lands of Dr. Charles D. EichelbergermDavid M. Brown, Henry W. Hankey and others, and being part of a tract of land called "Henn's Choice", containing originally fifty two acres and eighty nine square perches of land, more or less, less, however one acre, two roods and seventeen square perches of land heretofore sold and conveyed to one Joshus Hobbs by Elias Lilly, a former owner of the original tract leaving in the tract hereby mortgaged, or intended to be Fifty Acres, Three Roods and Thirty Two Square Perches of land, more or less, and being the same land which was conveyed to the said Joseph C. Rosensteel by a certain Stanislans Walter and wife, by their deed dated the ninth day of September, in the year eighteen hundred and ninety five and recorded in Liber J.L J. No. 11, folio 349 &c, one of the land records of said Frederick County, and conveyed to the said John T. Rosensteel by the said Joseph C. Rosensteel and wife, by their deed of even date herewith, not yest recorded but intended to be simultaneously with this mortgage. Provided that if the said John T. Rosensteel his heirs ar assigns, shall well and truly pay the aforesaid single bill at maturity and the interest thereon annually according to the tenor thereof, and shall perform all the covenants herein contained on his or their part to be performed, then this mortgage shall be void. And it is agreed that, until defauly be made in the premises, the said John T. Rosensteel shall possess the aforesaid property, upon paying in the meantime all taxes levied, or to be levied on the hereby mortgaged property, which taxes, mortgage debt, interest and insurance hereinafter mentioned, the said John T. Rosensteel for himself his heirs and assigns, does hereby covenant to pay when legally demandable; but if default be made in the payment of the single bill, at maturity, or of the interest thereon or of any part of either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed to be due and demandable, an it shall be lawful for the said Joseph C. Rosensteel, his heirs or assigns at any tome after such default to sell the property hereby mortgaged, for cash, and to grant and