convey the same to the purchaser or purchasers thereof,which said sale shall be made after giving twenty days notice of the timeplace and terms of sale in a newspaper printed in said Frederick County,and in the event of a sale of the said property under the power hereby granted the proceeds of such sale shall be applied,first to the payment of all costs and expenses incident to such sale, secondly to the payment of all claims of the said mortgagee,his personal representatives or assigns, under this mortgage whether the same shall have then matured or not and the surplus,if any,shall be paid to the said John T.Rosensteel his heirs or assigns,or to whomsoever may be entitled to the same And the said John T.Rosensteel for himself,his heirs and assigns,does further covenant to insure, and pending the existance of this mortgage,to keep the improvements on the hereby mortgage land, to the amount of at least Eleven Hundred Dollars,and to cause the policy to be effected thereon to be so framed or indorsed as in case of fire,to inure to the benefit of the said Joseph C.Rosensteel, his personal representatives or assigns,to the extent of his,or their lien or claim hereunder.

Witness our hands and seals.

"Covenant in 2nd line of last page interlined before execution.

Test;- Henry Stokes.

John T.Rosensteel (seal)

Mary T.Rosensteel (seal)

State of Maryland,Frederick County,to wit;-

I hereby certify that on this first day of April,in the year nineteen hundred and ten before the subscriber,a Justice of the Peace of the State of Maryland,in and for Frederick County aforesaid personally appeared the above named John T.Rosensteel and Mary T.Rosensteel,his wife,and did each acknowledge the foregoing mortgage to be their respective act and at the same time before me also personally appeared Joseph C.Rosensteel the mortgagee memaed in the foregoing mortgage,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 did also make oath in due form of law 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 covenants to be paid,in advance,nor will he require any tax levied thereon the be paid by the mortgagors,or any person for them during the existance of this Mortgage.

Henry Stokes J.P.

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

I hereby certify that the foregoing is a true copy of the original Mortgage from John T.Rosensteel and wife to Joseph C.Rosensteel,as recorded in Liber H.W.B.No.291,folio 437 &c,one of the Land Records of Frederick County,Maryland.

In Testimony Whereof,I hereunto subscribe my name and affix the Seal of the Circuit Court for Frederick County,at Frederick Maryland,this 12th day of May A.D.1917.

Eli G.Haugh

Clerk of the Circuit Court for Frederick County,Md.

(Filed June 13,1922)

EXHIBIT NO. 3 PUBLIC SALE.

By virtue of a power of sale contained in a mortgage from John T.Rosensteel and Mary T.Rosensteel his wife,to Joseph C.Rosensteel,bearing date the 2st day of April A.D.1910,duly recorded in Liber H.W.B.No.291 folio 437 &c,one of the land records of Frederick County,the undersigned mortgagee will sell at public sale,in Saturday,June 10th,1922.at 10 o'clock A.M.on the premises,situated on Old Frederick Road,about two and three fourths miles south of Emmitsburg in Frederick County,State of Maryland,adjoining the salds of Samuel Clark,Grant Long,Jacob Bentz and others,all that tract of farm land containing (50) Fifty Acres-(50) more or less,improved by a two story weather boarded Dwelling House and out kitchen,a frame bark,hog pen,granery,chicken house and other out buildings. There is a well of good water on the premises and some fruit trees consisting of apple,pears,plums, &c, Terms of sale as prescribed by the mortgage-cash.

Joseph C.Rosensteel
Mortgagee.