

of his cause may require. And as in duty bound, etc.,

State of Maryland,
Frederick County, to wit:-

Sherman P. Bowers Attorney,
Assignee.

I HEREBY CERTIFY, That on this 21st day of February, A. D. 1923, before me, the subscriber, Clerk of the Circuit Court for Frederick County, State of Maryland, personally appeared Sherman P. Bowers, Attorney, Assignee, and made oath in due form of law that the matters and things contained in the foregoing Petition and Report of Sale are true and bona fide as therein set forth, and that the sale was fairly made.

(Filed February 21-1923)

Eli G. Haugh
Clerk.

EXHIBIT "A"

This MORTGAGE, made this 12th day of February, in the year Nineteen hundred and nine, by us, Elsie Catherine Snook and D. Frank Snook, her husband, of Frederick County, in the State of Maryland,

W I T N E S S E T H :- Whereas the said Elsie Catherine Snook and D. Frank Snook, her husband, now stand indebted unto Charles S. Snook, of the County and State aforesaid, in the sum of Five Hundred Dollars (\$500.00) upon their promissory note bearing even date with these presents, payable to the order of the said Charles S. Snook, twelve months after date, with interest from date at the rate of 6% per annum, payable semi-annually; and for the better securing the payment of the said promissory note at maturity, with all interest due thereon, and for the further consideration of the sum of Five Dollars (\$5.00) to us cash in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, we, the said Elsie Catherine Snook and D. Frank Snook, her husband, do hereby grant and convey in fee simple unto the said Charles S. Snook, all the following piece or parcel of land, it being the same piece or parcel of land that was conveyed to Elsie Catherine Snook by deed from Hannah E. Powell, bearing even date with these presents and intended to be recorded among the Land Records of Frederick County prior to or simultaneously with the recording of these presents, by reference thereto it will more fully and at large appear.

EXCEPTING from the operation of this mortgage all the following parcel of land, namely:-

Beginning at a point in the center of the County Road, the same being 140 feet from the North end of the present dividing line between that land of Elsie Catherine Snook and Hannah R. Powell, then running by and with said dividing line S. 8° E. 190 feet to the Western edge of the present right of way of The Washington, Frederick and Gettysburg Railway; thence S. 25° W. 64.5 feet to the dividing line between the lands of Hannah R. Powell and John H. Hill; thence by and with said dividing line N. 72° W. 67 feet to a stone now planted; thence N. 15° E. 234.5 feet to the place of beginning, containing one-fourth (1/4) of an acre of land, more or less.

TOGETHER with all the buildings and improvements thereon, and all of the rights, ways, privileges and appurtenances thereunto belonging or appertaining.

PROVIDED, that if the said Elsie Catherine Snook and D. Frank Snook, her husband, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

AND further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Elsie Catherine Snook and D. Frank Snook, her husband, shall possess the said mortgaged property as of their present estate therein.

AND still further provided that if default be made in the payment of said promissory note at maturity, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it shall be lawful for the said Charles S. Snook, his