

FIRST; That your Honorable Court will pass an Order directing the Auditor in distributing the proceeds of sale in this case to allow the debt represented by the First Mortgage and interest thereon paid in full and surplus proceeds of sale applied toward the liquidation of said Second Mortgage Exhibit No.1 filed with this Petition.

SECOND; And for such other and further relief as the nature of the case may require.

(Filed May 16, 1925)

Stoner & Storm
Solicitors for Petitioner.

EXHIBIT NO. MORTGAGE

THIS MORTGAGE made this 3rd day of September, in the year nineteen hundred and eighteen, by us, S. Robert Burrier and Lucy M. Burrier, his wife, of Frederick County, in the State of Maryland, W I T N E S S E T H :- Whereas the said S. Robert Burrier and Lucy M. Burrier, his wife, now stand indebted unto Ada M. Cramer and Ezra L. Cramer, her husband, jointly, or to the survivor of them, in the sum of Five Hundred Dollars (\$500.00) upon their promissory note bearing even date herewith, payable one year after date with interest from the first day of October, 1918, the interest payable semi-annually, and for the better securing the payment of the promissory note aforesaid at maturity, as well as all interest that may accrue thereon, and for the further consideration of the sum of Five Dollars, to us cash in hand paid at and before the delivery of these presents, the receipt whereof is hereby acknowledged, we, the said S. Robert Burrier and Lucy M. Burrier, his wife, do hereby grant in fee simple unto the said Ada M. Cramer and Ezra L. Cramer, her husband, jointly, or to the survivor of them, all that piece or parcel of land which was conveyed to the said S. Robert Burrier by the said Ezra L. Cramer, and Ada M. Cramer, his wife, by deed dated the first day of April, 1914, and duly recorded among the Land Records of Frederick County aforesaid, said tract of land being situated in Frederick County, Maryland, containing 145 acres, more or less;

TOGETHER with all and singular the buildings and improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in any way appertaining.

PROVIDED that if the said S. Robert Burrier and Lucy M. Burrier, his wife, shall pay the promissory note aforesaid at maturity then this mortgage shall be void;

AND PROVIDED also that until default be made in the payment of the promissory aforesaid at maturity the said S. Robert Burrier and Lucy M. Burrier, his wife, shall possess the said mortgaged premises as of their present estate therein.

AND STILL FURTHER PROVIDED that if default be made in the payment of the promissory note aforesaid at maturity, or in the fulfillment or performance of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Ada M. Cramer and Ezra L. Cramer, her husband, jointly, or the survivor of them, or for their assigns, to sell the said property and premises hereby mortgaged in front of the Court House Door in Frederick City, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, and terms of sale in some newspaper published in Frederick County, once a week prior to the day of sale, and to apply the proceeds of sale to the payment, in the first place, of the expenses attending the sale, including the usual commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid with all interest due thereon, and the surplus, if any, to pay the same to the said S. Robert Burrier and Lucy M. Burrier, his wife, or to whoever may be entitled to the same.

And the said S. Robert Burrier and Lucy M. Burrier, his wife, covenant that they will keep during the existence of this mortgage the buildings erected on said mortgaged premises insured for a reasonable sum of money in some safe and reliable insurance company, paying the premiums thereon as they fall due and are payable, and that they