

ation and belief, and that said sale therein reported was fairly made.

(Filed March 3, 1928)

Eli G. Haugh
Clerk of the Circuit Court for Frederick
County Maryland.

EXHIBIT "A"

THIS MORTGAGE, made this 29th day of March, in the year Nineteen Hundred and Twenty, by James R. Hilton and Florence L. Hilton, his wife, of Frederick County, State of Maryland, Witnesseth; -

Whereas we the said James R. Hilton and Florence L. Hilton, his wife, by their joint and several promissory note, bearing even date with these presents, for the sum of Twelve Thousand Six Hundred Dollars (\$12,600.), payable to the order of The Citizens National Bank of Frederick, six (6) months after date, with interest from date, now stand indebted unto the said Bank in the sum of money in said promissory note recited (it being for a portion of the purchase price of the herein after described real estate), the payment of which said note has been guaranteed by Peter L. Hargett and Walker Neill Jolliffe; and for the purpose of indemnifying and saving harmless the said Peter L. Hargett and Walker Neill Jolliffe, or either of them, from all loss, costs charged and expenses, which they, or either of them, may suffer or be put to by reason of their guaranty of said note, or any renewal thereof, or any part thereof, we the said James R. Hilton and Florence L. Hilton, his wife, have agreed to execute these presents.

NOW, THEREFORE, in consideration of the above recited premises and the sum of Five Dollars (\$5.00) to us in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, we the said James R. Hilton and Florence L. Hilton, his wife, do hereby grant and convey unto the said Peter L. Hargett and Walker Neill Jolliffe, all that tract or parcel of land situate, lying and being in Frederick County, State of Maryland, containing One Hundred and Ten and Three-fourths ($110\frac{3}{4}$) acres of land, more or less, being the same real estate described by metes and bounds, courses and distances, in, and conveyed by the deed from Peter L. Hargett to the said James R. Hilton and Florence L. Hilton, his wife, of even date herewith, and intended to be recorded immediately prior to the recording of these presents among the Land Records of Frederick County.

PROVIDED that if the said James R. Hilton and Florence L. Hilton, his wife, their heirs, personal representatives or assigns, shall indemnify and save harmless the said Peter L. Hargett and Walker Neill Jolliffe, and both of them, from all loss, costs, charges and expenses which they, or either of them, may suffer or be put to by reason of such aforesaid guaranty of said note, then this mortgage shall be void.

BUT if the said James R. Hilton and Florence L. Hilton, his wife, their personal representatives or assigns, shall fail or neglect to indemnify and save harmless the said Peter L. Hargett and Walker Neill Jolliffe, or either of them, from all loss, costs, charges and expenses which they, or either of them may suffer or be put to by reason of such aforesaid guaranty, or if default shall be made in the performance of any covenant or condition of this mortgage, then it shall be lawful for the said Peter L. Hargett and Walker Neill Jolliffe, or either of them, their personal representatives or assigns, to sell the property hereby mortgaged at public sale for cash at the Court House Door in Frederick City, Frederick County, State of Maryland, or at some other place in Frederick County, after first giving, however, at least three weeks public notice of the time, place, manner, and terms of sale by advertisement inserted at least once a week, in some one or more of the newspapers published in Frederick County. And the proceeds of sale shall be applied, first to the payment of all costs, charges and expenses of sale, including reasonable counsel fees, and such commissions to the person or persons making sale as are usually allowed trustees for making sale of real estate in equity; secondly to indemnify and save harmless the said Peter L. Hargett and Walker Neill Jolliffe, or either of them, from all losses, costs, charges and expenses, which they, or either of them, may suffer or be put to by reason of such aforesaid guaranty; and the surplus, if any, shall be paid to the said James R. Hilton and Florence L. Hilton, his wife, their personal representatives or assigns.