

EXHIBIT MORTGAGE.

At the request of Eugene Sponseller the following Mortgage is received for record and recorded July 12th 1916 at 11.20 O'clock A.M.

Test; Eli G. Haugh, Clerk.

THIS MORTGAGE OF INDEMNITY MADE THIS THTH DAY OF July, in the year Nineteen Hundred and Sixteen, by Levin B. House (widower) of Frederick County, State of Maryland, Witnesseth; -

Whereas Eugene Sponseller has agreed to become guarantor for me the said Levin B. House on a promissory netie bearing date with these presents, for the sum of Fprty two hundred and Fifty Dollars (\$4250.) payable on demand after date to the order of The Citizens National Bank of Frederick, with interest from date and for the purpose of indemnifying and saving harmless the said Eugene Sponseller by reason of guaranteeing the payment of said note, or by reason of his guaranteeing the payment of any note or notes that may hereafter from time to time be given in renewal of said note, I the said Levin B. House have agreed to execute these presents.

NOW THEREFORE, in consideration of the above recited premises and of the sum of Five Dollrs (\$5.00) to me in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, I, the said Levin B. House to hereby grant and convey unto Eugene Sponseller. all that lot or parcel of ground situate and lying in Frederick County, State of Maryland, in the City of Frederick, on the South side of West Patrick Street, together with the buildings and improvements thereon; said lot fronting on South side of West Patrick Street forty-nine (49) feet, two and one-half ($2\frac{1}{2}$) inches (the same being the distance between the North East corner of the stone dwelling formerly owned by A. J. Wilcoxson and the brick house formerly owned by J. H. Ramsburg) and running back of the Western side of said lot, along the Eastern side of said A. J. Wilcoxson lot, a depth of two hundred and seventy-eight (278) feet; and running back for depth on its Eastern side, as follows; -

Beginning at the North West corner of the brick dwelling house formerly owned by said J. H. Ramsburg, and running with the West wall of said house Southerly forty-eight (48) feet, (4) inches more or less, to the South West corner of said house; thence from said corner bearing South Westwardly along the line of fence as it now stands, thirty-one (31) feet, eleven (11) inches, thence Eastwardly six feet (6) inches; thence Southwardly to the South East corner of a brick stable thirty eight (38) feet, nine (9) inches, these bearing a little South Westwardly along the property owned by Horation W. Bentz, one hundred and ninety (190) feet and four (4) inches to meet the Western line aforesaid at the end thereof; the same being the end of the lot hereby conveyed.

It being the same real estate heretofore conveyed unto the said Levin B. House, by Eugene Sponseller, by deed of even date recorded prior to the recording of these presents among the Land Records of Frederick County,

Secondly, all that lot of ground and real estate situate, lying and being in Frederick City, Frederick County, Maryland, and being a part of Lynch and Orndorff's addition to Frederick, Maryland, fronting forty (40) feet on the South Side of Madison Street, and extending back for depth of uniform width a distance of One Hundred and sixty (160) feet, Together with the buildings and improvements thereon. It being the same real estate heretofore conveyed unto the said Levin B. House by Charles G. Murray and wife, by deed bearing date on the 4th day of April in the year 1914 and recorded in Liber H. W. B. No. 308, Folio 352, one of the Land Records of Frederick County.

PROVIDED, HOWEVER, that if the said Levin B. House, his heirs, personal representatives or assigns shall inemnify and save harmless the said Eugene Sponseller, his heirs and personal representatives, from all loss, costs, charges and expenses which he may suffer or be put to by reason of his guaranteeing the payment of the promissory note above recited, or by reason of his guaranteeing the payment of any other note or notes that may hereafter, from time to time, by given in renewal thereof, then this mortgage shall be void.

PROVIDED FURTHER THAT UNTIL THE SAID Eugene Sponseller, his heirs or personal representatives