

"EXHIBIT NO.2"

At the request of Elizabeth M.Harris the following Mortgage is received for record and recorded April 4th at 9.15 o'clock A.M.

Test6 Eli G.Haugh,Clerk.

This Mortgage,made this 1st day of April,in the year Nineteen hundred and twenty-four,by us Gabriel L.Burgee and Carrye M.Burgee,his wife,of Frederick County,Maryland,witnesseth;-

Whereas the said Gabriel L.Burgee and Carrye M.Burgee,now stand indebted unto Elizabeth M. Harris in the sum of five thousand dollars,as evidenced by their promissory note of even date herewith,payable one year after date with interest at the rate of six per cent per annum, payable semi-annually and to secure the payment of said mortgage debt and the interest thereon these presents are executed.

Now,therefore,in consideration of the premises and the sum of five dollars,we,the said Gabriel L.Burgee and Carrye M.Burgee,his wife,do hereby grant and convey,in fee simple,unto the said Elizabeth M.Harris,all the following described real estate located in Urbana Districk in said Frederick County,Maryland,to wit;-

First all that tract of land containing two hundred and twenty acres,one rood and twenty-seven square perches,more or less which is fully described in a deed from Charles W.Stup et al trustees to McSherry Burgee and Gabriel Burgee,dated on the 19th day of June,1916 and recorded in Liber No.319,at folio 195,one of the land records for said Frederick County,and

Second, all that lot of land containing one rood and nine square perches,more or less which was conveyed from Asa H.Welsh to McSherry Burgee and Gabriel Burgee,by deed dated June 13,1916, and recorded in Liber No.318 at folio 196,one of said land records,and the interest of said McSherry having been conveyed to the said Gabriel L.Burgee,by deed dated May 24,1919,and recorded in Liber No.329 at folio 321,one of said land records.

Together with the improvements thereon and all rights,ways and easements thereto belonging or appertaining.

Provided that if the said mortgagors shall pay said mortgage debt and the interest thereon when the same shall be due and payable and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And the said mortgagors hereby covenant that they will pay said mortgage debt and the interest thereon to accrue when the same shall be due and payable,will keep the property in good repair,will pay all taxes and assessments against said property and will insure and pending the existance of this mortgage keep the improvements on said premises insured for the benefit of the mortgagee,to the extent of her claim hereunder.

And it is agreed that until default be made in the premises the mortgagors shall possess the aforesaid property as their present estate therein.

But if default be made in the payment of the said mortgage debt or the interest there to accrue when the same shall be due and payable or in the performance of any covenant or condition of this mortgage,then it shall be lawful for the said mortgagee,her personal representatives or assigns to enter upon and sell said property,either on the premises or at the Court House Door,in Frederick City,Frederick County,Maryland,to the highest bidder,and such sale to be made after giving at least three weeks notice of the time,place,manner and terms of sale by advertisement inserted once a week for three successive weeks in some newspaper published in said Frederick County,and the proceeds arising from such sale to be applied first to the payment of all costs and expenses incident to such sale,including the usual commissions and a reasonable counsel fee,then to the payment of the mortgage debt and the interest thereon,and the surplus,if any,to be paid to the mortgagors or to whomever may be entitled to same.

Witness our hands and seals.

Test; Edith E.Wickham.

Gabriel L.Burgee (seal)

Carrye M.Burgee, (seal)