

Being the same land that was conveyed to said John William Garver and Blanche A. Garver his wife, by deed from Charles Wertheimer and wife, dated March 31st, 1923, and recorded among the land records of said county in liber 342, folio 409.

Tract 2; Containing 24 acres, 1 rood and 17½ perches of land, more or less, and being the same land that was conveyed to Otho A. Shank, in his lifetime by John W. Shank and Palmer Lee Feizer, Executors, of Phoebe A. Feizer, deceased, by deed dated October 27th, 1900, and recorded among the Land Records of Frederick County, in Liber D.H.H. No. 7, Folio 646, etc. as by reference to said deed and the deeds therein mentioned and referred to a more fully and particular description of the parcel of land hereby intended to be conveyed will appear.

Being the same land that was conveyed to the said John William Garver, in the name of John W. Garver and Blanche A. Garver, his wife, by deed from Clarence I. Shank and Luther F. Shank, Trustees dated October 31st, 1913, and recorded among said land records in Liber H.W.B. No. 306, folio 598.

Tract 3; All the following described tracts or parcel of land situate in Frederick County, Maryland, to wit; First that tract or parcel of land described in a certain deed from John W. Bostian and wife to William Garver, bearing date September 6th, 1893, and duly recorded in Liber J.L.J. No. 5, Folio 271, one of the Land Records of Frederick County. Second; All that tract or parcel of land described in a certain deed from Christian Winebrenner and wife to the said William Garver, bearing date September 24th, A.D. 1896, and duly recorded in Liber W.I.P. No. 6, folio 603, as one of the Land Records of Frederick County, containing 21 acres, more or less.

Being the same land that was conveyed to the said John William Garver, in the name of John W. Garver by deed from Margaret Ann Garver, Executrix, dated March 2nd, 1904, and recorded among said land records in liber S.T.H. No. 265, folio 397.

TOGETHER with all buildings and improvements thereon and all rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

AND IT IS HEREBY covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises; that said party of the first part has a good right to sell and convey the same, and that the same are free and clear of all encumbrances.

PROVIDED that if the said party of the first part, or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed.

Such representationa are hereby specifically referred to and made part of this Mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act", approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of sale.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rate allowed by this State, not to exceed eight per cent, per annum, accounting from the date of such default.

In the event the party of the first part shall fail to pay any taxes, liens, judgments, or assessments against said premises, when due, or to maintain insurance as herein provided for, the Bank may make such payments or maintain such insurance, and the amount paid therefore shall become subject to lien of this mortgage and bear interest from date of payment at the highest rate allowed by this State, not exceeding eight per cent, per annum.