

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT;-

I hereby certify that on this 20th day of August, A.D. 1929, before me, the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared Leslie N. Coblentz, Assignee of Mortgagee, and made oath in due form of law that the matters and things stated in the foregoing Petition and Report of Sales are true and bona fide as therein set forth; and that the said therein reported was fairly made.

Eli G. Haugh

(Filed August 20, 1929)

Clerk of the Circuit Court for Frederick County.

EXHIBIT No. 1.

At the request of The Central Trust Company the following Mortgage is received for record and recorded October 29th day of 1921 at 10.45 o'clock A.M. O'clock A.M. Test; Eli G. Haugh, Clerk.

THIS MORTGAGE made this 26th day of October in the year nineteen hundred and twenty-one by us Marion Layman and Lottie S. Layman, his wife of Frederick County, Maryland.

WITNESSETH;- That whereas the said Marion Layman and Lottie Layman his wife now stand indebted unto The Central Trust Company of Maryland, a body Corporate of the State of Maryland, in the sum of One Hundred Dollars (\$100) upon their promissory note bearing even date with this mortgage, payable to said Central Trust Company of Maryland, or order six months after date and for the better securing the payment of said promissory note when due and payable according to the tenor thereof, and the payment of any and all renewals thereof, with interest thereon, the said Marion Layman and Lottie Layman his wife have agreed to execute this mortgage.

NOW THEREFORE in consideration of the above recited premises and of the payment of the sum of Five Dollars by the Central Trust Company to the said Marion Layman and Lottie Layman his wife, at and before the execution and delivery hereof, the receipt of which is hereby acknowledged, we the said Marion Layman and Lottie Layman his wife do hereby grant and convey unto the said Central Trust Company of Maryland all that tract or parcel of land situated in Frederick County, Maryland, being the same property and premises which was conveyed unto the said Lottie Layman, formerly Lottie Sweeney (said conveyance having been made to Lottie Sweeney and Malvin Sweeney her husband, the said Malvin Sweeney having died, and the said property and premises vested in the said Lottie Sweeney his wife, the said Lottie Sweeney having afterwards married Marion Layman, her present husband) said deed having been made by McClelland Davis et al. dated March 22nd 1915 and is recorded in Liber H.W.B. No. 312, Folio 296, one of the land records for Frederick County as by reference thereto it will more fully appear and at large appear.

PROVIDED, that if the said Marion Layman and Lottie Layman his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Marion Layman and Lottie Layman, his wife, shall possess the said mortgaged property as of their present estate therein.