

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 sale therein reported was fairly made.

(Filed November 14, 1929)

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

"EXHIBIT No. 1"

At the request of John S. Himes the following Mortgage is received for record and recorded January 3rd, 1921 at 12 o'clock M.

Test; Eli G. Haugh, Clerk.

This Mortgage made this 3rd day of January, in the year Nineteen Hundred and Twenty-one, by Maurice E. Mottern, unmarried, of Frederick County, State of Maryland.

WITNESSETH; That whereas the said Maurice E. Mottern now stand indebted unto John S. Himes, of said County and State, in the sum of One Hundred Thousand Dollars (\$1,000.00) upon his promissory note of even date herewith, payable to the order of the said John S. Himes, one year after date with interest payable semi-annually, for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may from time to time be given hereafter in renewal of the same or of any part thereof, and for the further consideration of the sum of One Dollar paid by the said John S. Himes to the said Maurice E. Mottern, the receipt of which is hereby acknowledged, I, the said Maurice E. Himes, do grant in fee simple unto the said John S. Himes all the following described real estate, viz:-

All that lot or parcel of land, situate, lying and being in Jefferson Election District, in Frederick County, Maryland, containing one acre, more or less, and being all and the same land described in a deed from John Mottern, to the said Maurice E. Mottern, bearing date the ninth day of May, 1893, and duly recorded in Liber J.L.J. No. 5, folio 96, etc, one of the land records of Frederick County.

TOGETHER WITH ALL AND SINGULAR THE BUILDINGS, IMPROVEMENTS, RIGHTS, WAYS, PRIVILEGES AND APPURTENANCES thereunto belonging or in any wise appertaining.

PROVIDED, that if the said Maurice E. Mottern, his 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 Maurice E. Mottern shall possess the said mortgaged property as of his present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said John S. Himes, his personal representatives or assigns to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week for prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Maurice E. Mottern or to whoever may be entitled to