

the sale therein reported was fairly made.

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

(Filed March 23, 1932)

EXHIBIT MORTGAGE.

At the request of The Valley Savings Bank the following Mortgage is received  
for record and recorded April 5th 1923 at 2:10 o'clock P. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE, made this 4th day of April, in the year Nineteen Hundred and Twenty-three, by us, G. Dewey Beachley and Zillah E. Beachley, his wife, of Frederick County, State of Maryland,

WITNESSETH:- That whereas the said G. Dewey Beachley and Zillah E. Beachley, his wife, now stand indebted unto The Valley Savings Bank of Frederick County, Maryland, in the sum of Thirteen Thousand Dollars (\$13,000.00) upon their promissory note even date herewith, payable to the order of the said The Valley Savings Bank of Frederick County, Maryland, six months after date, and 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 The Valley Savings Bank of Frederick County, Maryland, to the said G. Dewey Beachley and Zillah E. Beachley, his wife, the receipt of which is hereby acknowledged, we, the said G. Dewey Beachley and Zillah E. Beachley, his wife, do grant in fee simple unto the said The Valley Savings Bank of Frederick County, Maryland, all the following described real estate, viz:

All that piece or parcel of land situate, lying and being in Middletown District, Frederick County, Maryland, containing 197 acres of land, more or less, which was conveyed unto the said G. Dewey Beachley and Zillah E. Beachley, his wife, by Betty B. Marker, et al. by deed of even date herewith and intended to be recorded among the land Records of Frederick County prior to or simultaneously with the recording of these presents, as by reference thereto will more fully and at large appear.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said G. Dewey Beachley and Zillah E. Beachley, 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 G. Dewey Beachley and Zillah E. Beachley, his wife, shall possess the said mortgaged property as of their 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 The Valley Savings Bank of Frederick County, Maryland, its successors or assigns, to sell the said property and premises hereby mortgaged in front of The Valley Register's Office, in Middletown, 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, 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