

C. Rouzer, Jr., all of Frederick County, State of Maryland; parties of the first part, Mortgagors, and JOHN S. GITTINGS, of the City of Baltimore, State of Maryland, party of the second part, Mortgagee.

WHEREAS, The said Mortgagors stand bona-fide indebted unto the said Mortgagee in the full and just sum of Three Thousand Dollars (\$3000.00), being money this day cash loaned by the latter to the former for the hereinafter described property, which said sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagee one year from the date hereof, together with interest to accrue thereon at the rate of six percentum per annum, payable semi-annually; both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and

WHEREAS, Emma K. Rouzer was during her lifetime seized and possessed of certain property situate and lying in Frederick County, State of Maryland; and

WHEREAS, The said Emma K. Rouzer died on or about the eleventh day of November, in the year 1918, leaving as her sole heirs-at-law, Morris L. Rouzer, Arthur L. Rouzer, M. Luther Rouzer, Howard C. Rouzer Jr., infant, Charles W. Rouzer, Edward H. Rouzer, E. Russell Rouzer, William H. Rouzer, and

WHEREAS, by a Deed of even date, the said Charles W. Rouzer conveyed to M. Luther Rouzer, E. Russell Rouzer and Arthur L. Rouzer all his right, title and interest, in and to the property of which the said Emma K. Rouzer died seized and possessed; and

WHEREAS, By a Decree passed by the Circuit Court of Frederick County, on February 25th. 1921, in a cause therein pending between Arthur Lee Rouzer, Guardian, Complainant, and Howard C. Rouzer, infant, Defendant, the above named Guardian was authorized and directed to execute a mortgage conveying the interest of the aforesaid Defendant in the hereinafter described property; and

WHEREAS, It was a condition precedent to the granting of the said loan, that it be secured by a mortgage, wherefore these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said, Edward Horton Rouzer, E. Russell Rouzer and Eva S. Rouzer, his wife, William H. Rouzer and Nellie R. Rouzer, his wife, Morris L. Rouzer and Mary H. Rouzer, his wife; Arthur Lee Rouzer, M. Luther Rouzer and Lourie W. Rouzer, his wife, Arthur L. Rouzer, Guardian as aforesaid, in pursuance of the power and authority vested in him by virtue of the aforesaid Decree; parties of the first part, Mortgagors, do hereby grant and convey unto the said, John S. Gittings, his heirs and assigns, in fee simple, all those two lots of ground situate and lying in Frederick County, State of Maryland, and described as follows, that is to say:

BEGINNING,- for the first thereof at a stone pile on the west side of the Frederick and Emmitsburg Turnpike, and at the south corner of the Franklin Mills property; and running thence south twenty-nine and one-fourth degrees west one hundred and thirteen and six-tenth perches with the west side of the Pike north sixty-six degrees west thirty-five perches to Valley Road, and with said road north four and one-half degrees east one and two-tenth perches; thence with a lane north eighty-five and three-fourth degrees west twenty-eight perches, north seventy-six degrees west thirty-four perches across a railroad, north seventy-three and one-half degrees west thirty-three perches north fifteen degrees east twenty-six perches, north seventy-three and one-half degrees west seven and two-tenth perches, north ten and one-fourth degrees east twenty-eight perches on the head of a lane, north four and one-half degrees west sixty-nine and two-tenth perches, south eighty-and one-half degrees west ten and forty-four one-hundredth perches, north ten and one-half degrees west thirty-six and eight-tenth perches, north nineteen and one-fourth degrees west eight perches, north six and one-fourth degrees east twelve perches, north seventy-one and three-fourth degrees