

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 22 day of April, in the year 1932, before me, the subscriber, Clerk of the Circuit Court for County aforesaid, personally appeared George R. Dennis Jr., the within named Assignee, and made oath in due form of law that the matters and things stated in foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

(Filed April 22, 1932)

EXHIBIT MORTGAGE

At the request of The Emmitsburg Savings Bank the following Mortgage is received for record and recorded April 14th 1920 at 11:35 o'clock A. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE Made this 10th day of April in the year A. D. nineteen hundred and twenty by Noah E. Miller, unmarried, of Frederick County, Maryland; Witnesseth, that in consideration of the sum of THREE THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$3375.) now due from the said Noah E. Miller, unmarried, to the Emmitsburg Savings Bank of Frederick County, a body corporate, I the said Noah E. Miller do grant unto the said Emmitsburg Savings Bank of Frederick County, in fee simple All the following described land and real estate situate, lying and being in Frederick County, State of Maryland, being all that tract or part of a tract of land called "Messner's Content" and containing 130 Acres of land, more or less, it being the same peice or parcel of land which is described in a deed from Julia A. Miller to Henry I. Miller, which deed is dated May 27th A. D. 1912 and recorded in Liber H. W. B. No. 300, folio 474, one of the land records of Frederick County, it being also the same real estate which was conveyed by the said Henry I. Miller, unmarried, to the said Noah E. Miller by a deed dated April 10th, A. D. 1920 and intended to be recorded among the land records of Frederick County simultaneously with the recording of this mortgage.

PROVIDED, that if the said Noah E. Miller shall pay at maturity, the promissory note of ~~even~~ date herewith given by the said Noah E. Miller for said indebtedness of THREE THOUSAND THREE HUNDRED AND SEVENTY FIVE AND NO/100 (\$3375.) payable six months after date and made payable to the said Emmitsburg Savings Bank of Frederick County, or order, or any renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

And the said Noah E. Miller covenant with said Bank to pay the mortgage debt and interest and to keep the improvements on said real estate fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said Emmitsburg Savings Bank of Frederick County, and to pay all taxes on the real estate hereby conveyed. And he further covenants that should he fail in paying the said taxes and the premiums for the said insurance and the said Emmitsburg Savings Bank of Frederick County, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

PROVIDED, that if default shall be made by the said Noah E. Miller in the payment of the said promissory note at maturity, or of any renewal thereof at maturity, or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for H. M. Warrenfeltz, Cashier of said Bank, or any assignee of this Mortgage, to enter and possess and sell the said mortgaged premises at Emmitsburg, Frederick County, Maryland, at public auction for cash, after giving at least three week's public notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds