

Guy K. Motter, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Petition and Report of Sale are true as therein set forth, and that said sale was fairly made.

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

(Filed May 14, 1932)

EXHIBIT NO. 2.

At the request of Samuel F. Newman, the following Mortgage is received for record and recorded Apr. 14, 1931 at 11.50 o'clock A. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE MADE, this 14th day of April, A. D. 1931, by HARRY C. STOFFER AND JANE G. STOFFER, his wife, both of Winchester, Virginia.

WITNESSETH: That for and in consideration of the sum of One Thousand (1,000) Dollars owing by us to SAMUEL F. NEWMAN, of Waynesboro, Franklin County, Pennsylvania, for money loaned as part payment of the purchase price of the hereinafter described property, we, the said Harry C. Stouffer and Jane G. Stouffer, his wife, Mortgagors, do hereby grant and convey, bargain and sell unto the said Samuel F. Newman, his heirs, executors, administrators and assigns, Mortgagee, all the following real estate and personal property situate, lying and being in the fifth Election District of Frederick County, Maryland, and more particularly described as follows:

Being in what is know as "Friends Creek Valley" adjoining the lands formerly owned by Joseph Tresler, P. H. Riley, Mrs. Jacob Turner and others, and containing twenty five (25) acres and one hundred forty six (146) square perches of land, more or less, together with the improvements thereon, and being the same real estate which was conveyed to the said Samuel F. Newman by deed dated April 4, 1931, recorded in Liber 378, Folio 258, one of the land records of Frederick County, Maryland; and it also being the same real estate that was conveyed by said Samuel F. Newman and Matilda O. Newman, his wife, to Harry C. Stouffer, Mortgagor herein, by deed dated April 6, 1931, and recorded next preceding this mortgage on the Land Records of Frederick County, Maryland, to which deed reference is hereby made.

The above mentioned real estate hereby conveyed is also the same real estate that was conveyed to Milton H. Lightwood by Samuel F. Newman et al., by deed dated May 7, 1923, recorded in Liber 350, folio 24, etc., one of the land records of Frederick County, Maryland.

Together with all the improvements thereon, and all rights, ways, and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, That if we, the said Mortgagors, shall pay to the said Mortgagee the said sum of One Thousand (1,000) Dollars, in one year from April 15, 1931, together with interest thereon at the rate of six per annum, payable semi annually, then this mortgage shall be void.

And we, the said Mortgagors, hereby covenant that we will pay to the said Mortgagee, his heirs, executors, administrators and assigns, the said sum of One Thousand (1,000) Dollars with interest as aforesaid when the same becomes due and payable, and that we will insure and keep insured during the existence of this mortgage the improvements on the land hereby mortgaged to the amount of at least \$_____, and cause the policy to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee as additional security for the payment of this mortgage debt, and that we will pay all taxes on the said property when due, and that we will pay all counsel fees incurred in connection with the collection of this mortgage debt.

PROVIDED FURTHER, That if default be made in the payment of the aforesaid mortgage debt, together with the interest thereon, when the same becomes due and payable as aforesaid, or if default be made in any covenant or condition of this mortgage, then it shall be lawful