

event of a sale of said property under the powers hereby granted the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, and commissions to the party making sale of said property, equal to the commissions allowed trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County, sitting in Equity, and a reasonable counsel fee, secondly to the payment of all claims of the said mortgagee, its personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their heirs and assigns, or to whoever may be entitled to receive the same; and

It is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commissions above provided computed on the amount of the debt hereby accrued and remaining unpaid, together with a reasonable counsel fee, expenses of advertising, and other legal costs, and the said mortgagors for themselves, and for their heirs, executors, administrators and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3000.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire to enure to the benefit of said mortgagee, its personal representatives and assigns, to the extent of its or their claim or lien hereunder.

Witness our hands and seals.

Test: Edith E. Wickham

Clarence Nesbit (SEAL)

Johanna Nesbit (SEAL)

State of Maryland, Frederick County, to wit:-

I hereby certify that on this 9th day of January, A. D. 1926, before the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared Clarence E. Nesbit and Johanna Nesbit, his wife, and did each acknowledge the above and foregoing Mortgage to be their respective act. And at the same time also before the subscriber, personally appeared Maurice J. Albaugh, cashier of The Woodsboro Savings Bank and made oath in due form of law that the consideration mentioned and expressed in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that the said The Woodsboro Savings Bank of Frederick County, Maryland, nor he as its cahsier and agent, has not required the mortgagors, or either of them, their, his or her agent or attorney or any person for the said mortgagors, or either of them, to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said mortgagee, or he as its cashier and agent, require any tax levied thereon to be paid by the said mortgagors, or either of them, or any person for them during the existence of this mortgage. And the said Maurice J. Albaugh, further made oath in due form of law that he is the cashier and agent of the said The Woodsboro Savings Bank of Frederick County, Maryland, mortgagee, and duly authorized and qualified to make this affilavit.

Place of Notarial Seal

Edith E. Wickham Notary Public.

State of Maryland, Frderick County, to-wit:-

I hereby certify that the foregoing is a true copy of the Original Mortgage from Clarence Nesbit and Johanna Nesbit, his wife, to Woodsboro Savings Bank, as recorded in Liber No. 355, Folio 112 &c., one of the Land Records of Frederick County, Maryland.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 31st day of December, A. D. 1931.



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

(Filed December 31, 1931)