

that if a default occur in the performance of any of the covenants and agreements herein contained on the part of the mortgagor, making necessary the exercise of the power of sale contained in this mortgage, it shall then be lawful for the party making said sale to fix the terms of sale all cash on the day of sale, or the ratification thereof by the Court, or such part cash and the remainder upon such terms of credit as may be decided by the party making the sale to be the best for all the parties interested therein.

Witness my hand and seal.

Test: Mary E. Beachley

Byron E. Mercer (Seal)

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 1st day of August in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Frederick County, personally appeared Byron E. Mercer, the mortgagor mentioned in the above mortgage, and did acknowledge the said mortgage to be his act. And at the same time also personally appeared before me Mordecai C. Jones, the mortgagee above named, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth. And the said Mordecai C. Jones did also make oath in due form of law that he has not required the mortgagor, his agent or attorney, or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagor, or any person for him, during the existence of this mortgage.

Witness my hand and notarial seal the date first hereinbefore written.

Place of  
Notarial  
Seal

Mary E. Beachley  
Notary Public.

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

I hereby certify that the foregoing is a true copy of the Original Mortgage from Byron E. Mercer to Mordecai C. Jones, as recorded in Liber No. 367, Folio 418 &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 24th day of February A. D., 1931.

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

(Filed February 24, 1931)

EXHIBIT NO. 4.

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE.

By virtue of a power of sale contained in a mortgage from a certain Byron E. Mercer, widower, to the undersigned, bearing date the first day of August, A. D. 1928, duly recorded in Liber No. 367, folio 418, etc., one of the Land Records of Frederick County, Maryland, I will sell at public sale, at the Courthouse door in Frederick city, in said county, on

TUESDAY, FEBRUARY 24, 1931,

at the hour of 11 o'clock a. m., all the property mentioned in and conveyed by said mortgage, the same being all that lot, tract or parcel of 70.28 ACRES OF LAND, more or less, situate, lying and being in Liberty election district No. 8, in said county, which was conveyed by the undersigned to the said Byron E. Mercer by a deed bearing date also on August 1, 1928, which deed is recorded in Liber No. 366, folio 596, one of said Land Records, said land adjoining the lands of Artie R. Kemp, Edward Kreglo, Jesse Nusbaum and others, about one mile south of the state road leading from Frederick City to Libertytown and being on both sides of the public road leading from what was the old toll house on said state road, now in the possession of William Benner, to the old Annapolis road.

The improvements consist of a comparatively new and commodious frame DWELLING HOUSE, IN