Pansy E. Wachter, his wife, of Frederick County, Maryland;

WITNESSETH, That for and in consideration of the sum of Sixteen Thousand ($16,000.00) dollars now due from said Steiner B. Wachter and Pansy E. Wachter, his wife, to the COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, a body corporate, we the said Steiner B. Wachter and Pansy E. Wachter, his wife, do hereby grant and convey unto the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and its assigns, in fee simple, all those tracts or parcels of land situated in Frederick County, Maryland and more particularly described as follows:

FIRST. All that part of a tract of land called "Bare Garden" containing 240 Acres, 1 Rood and 9 perches, as surveyed by E. H. Rockwell in June 1848, excepting therefrom however (a) 2 Acres and 18 3/4 perches conveyed by Stephen Haines to Mary A. Baightel by deed dated Jan. 27, 1852 and recorded in Liber E. S. No. 2, folio 240, one of the Land Records of Frederick County, Md., and (b) 1 Acre and 13 3/4 perches conveyed by DeWitt C. Haines and wife to O. H. Pearre by deed dated Oct. 17, 1883, and recorded in Liber A. F. No. 7, folio 581, one of said Land Records; and

SECOND. All that parcel of land, part of a tract called "Cooper Hill" containing 2 Acres and 17 perches, more or less, conveyed to Stephen Haines by Mary Baightel by deed dated Jan. 17, 1852 and recorded in Liber E. S. No. 2, folio 241, one of said Land Records;

BEING all and the same real estate conveyed by Joseph F. Hoke and Etta Hoke, his wife, to G. Ernest Magaha by deed dated July 30, 1921 and duly recorded in Liber No. 336, folio 124, one of the aforesaid Land Records, and being all and the same real estate conveyed by the said G. Ernest Magaha and Esta M. Magaha, his wife, unto the said mortgagors by deed bearing even date herewith and executed, delivered and intended to be recorded among the Land Records of Frderick County simultaneously with the execution, delivery and recording of this mortgage, this being the purchase-money mortgage given by the said mortgagors on the above described real estate for the above named amount which was used by them in the purchase thereof;

AND reference is hereby made to the aforesaid deeds and the references therein contained for a more particular description of the real estate hereby conveyed;

Together with all buildings, improvements, rights, ways, waters, commons, easements, benefits, privileges and appurtenances whatsoever thereunto belonging or in any wise appertaining.

Provided that if the said Steiner B. Wachter and Pansy E. Wachter, his wife, shall pay at maturity the promissory note given for said indebtedness of Sixteen Thousand ($16,000.00) dollars of even date herewith by said Steiner B. Wachter and Pansy E. Wachter, his wife, mortgagors herein payable three months after date and made payable to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, or order, and all renewals thereof, with all interest due thereon, 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 mortgagors hereby covenant: That they are seized of the land hereby conveyed; that they have the right to convey said land and will warrant generally the same; that they will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they will pay the aforesaid mortgage debt and interest thereon when the same is due and payable, as herein above set forth and according to the tenor of said note; and will keep the buildings and improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and will pay all taxes on the real estate hereby conveyed; and do further covenant that should they fail in paying the said taxes and insurance premiums and said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, 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.