

Honorable Court as herein reported.

Charles McC. Mathias
Petitioner.

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 5th day of January, A. D. 1933, before me, the subscriber, Clerk of the Circuit Court for Frederick County, Maryland, personally appeared Charles McC. Mathias, Assignee of Mortgagee as set forth in the foregoing Petition and Report of Sales, and made oath in due form of law that the matters are true and bonafide as therein set forth, and that the sale therein reported was fairly made.

Given under my hand the day and year above written.

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

(Filed January 5, 1933)

"EXHIBIT A."

At the request of Mary M. Schley the following Mortgage is received for record and recorded April 15th 1914 at 1:55 o'clock P. M.

Test: Harry W. Bowers, Clerk.

This MORTGAGE, made this 14th day of April, in the year Nineteen Hundred and Fourteen, by Thomas S. Lee Horsey and Louisa Lee Horsey, his wife, of Frederick County, State of Maryland.

WITNESSETH:- That whereas the said Thomas S. Lee Horsey and Louisa Lee Horsey, his wife, now stand indebted unto Mary M. Schley of Frederick County, State of Maryland, in the sum of Sixty-five Hundred Dollars (\$6,500.00), upon their joint and several promissory note of even date herewith, payable to the order of the said Mary M. Schley, twelve months after date, with interest at six per cent, payable semi-annually; and for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may from time to time be given hereafter in renewal of the same or of any part thereof, and for the further consideration of the sum of One Dollar paid by the said Mary M. Schley to the said Thomas S. Horsey and Louisa Lee Horsey, his wife, the receipt of which is hereby acknowledged, we, the said Thomas S. Lee Horsey and Louisa Lee Horsey, his wife, do grant in fee simple unto the said Mary M. Schley all the following described real estate, viz:

(1) All that tract or parcel of land lying and being in Frederick County, State of Maryland, containing 112 acres and 56 square perches, and more particularly described in a deed from Elizabeth Lee Horsey, et al, to the said Thomas S. Lee Horsey, et al, to the said Thomas S. Lee Horsey, dated November 1st, 1907, and recorded in Liber S. T. H. No. 280, folio 579.

(2) All that tract or parcel of mountain land containing 17 acres, 3 square perches, lying and being in Frederick County, Maryland, and more particularly described in a deed from Elizabeth Lee Horsey, et al. to the said Thomas S. Lee Horsey dated July 1st, 1908, and recorded in Liber S.T.H. No. 284, folio 364.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or appertaining.

Provided, that if the said Thomas S. Lee Horsey and Louisa Lee Horsey, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Thomas S. Lee Horsey and Louisa Lee Horsey, his wife, shall possess the said mortgaged