

John W. Shry and Sarah Florence Shry, do hereby grant and convey, in fee simple, unto the said Walter L. Spittle and Ersley May Spittle, his wife as tenants by the entireties, all the following described real estate located in the village of Point of Rocks, Frederick County, Maryland, to wit:

All those parcels or tracts of land situated in said village of Point of Rocks, which are particularly described in a deed from Mary E. Hickman to the above named John W. Shry, bearing date April 12, 1917, and duly recorded among the Land Records of said Frederick County in Liber No. 320, folio 497 etc.

Together with the improvements thereon, including a frame dwelling house, and all rights, ways and easements thereto belonging or appertaining.

Provided, that if said mortgagors shall pay said mortgage debt together with all the interest thereon to accrue when the same shall be due and payable, and shall perform all of the covenants, agreements and conditions herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby covenant and agree that they will pay said mortgage debt and the interest thereon to accrue when the same shall be due and payable, and will pay all taxes and assessments made or levied against said property and will perform all covenants and agreements herein on their part to be performed and will keep the improvements on said mortgaged premises insured against loss by fire in some reputable Insurance Company for the benefit of the Mortgagees in the sum not less than three hundred dollars.

And it is agreed that until default be made in the payment of said Mortgage debt or the interest thereon to accrue, or in the performance of any covenant or condition of this mortgage the said mortgagors shall possess the aforesaid property as their present estate therein.

But if default be made in the payment of said mortgage debt or the interest as aforesaid, or in the performance of any covenant, agreement or condition of this Mortgage, then it shall be lawful for the Mortgagees, or either of them, their or either of their personal representatives or assigns, to enter upon and sell the said mortgaged premises either on the premises or at the Court House Door in Frederick City, Frederick County, Maryland, at public sale for cash, after giving at least twenty days notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in said Frederick County, and the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses, incident to such sale, including the usual commission allowed for the sale of real estate in Courts of Equity and a reasonable counsel fee, then to the payment in full of said Mortgage debt and all interest thereon, and the surplus, if any, to be paid to the mortgagors or to whomever may be entitled to the same.

Witness our hands and seals.

Witness as to both signatures

John W. Shry (Seal)

Laura W. Fisher (Notary Public)

Sarah Florence Shry (Seal)

State of Maryland, Frederick County, to wit:

I hereby certify that on this 6th day of October, A. D. 1931, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared the above named mortgagors John W. Shry and Sarah Florence Shry, his wife, and acknowledged the foregoing Mortgage to be their act and deed; and at the same time also personally appeared the mortgagees Walter L. Spittle and Ersley May Spittle, his wife, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that they, the Mortgagees, have not required the mortgagors their agent or attorney, or any person for said mortgagors to pay the tax on the interest covenanted to be paid, in advance, nor will they require any tax levied therein to