

and belief and that said sale was fairly made to the highest and best bidder therefor.

Eli G. Haugh, Clerk.

(Filed February 25, 1933)

"EXHIBIT NO. 2"

At the request of John L. C. Stockman and wife the following Mortgage is received for record and recorded March 27th, 1919 at 3:15 o'clock P.M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE made this 27th day of March, in the year nineteen hundred and nineteen, by us, Viola V. Hamilton and Charles Hamilton, her husband, residents of Frederick County, State of Maryland.

WITNESSETH:- Whereas Viola V. Hamilton and Charles Hamilton, her husband, now stand indebted unto John L. C. Stockman and Susan V. Stockman, his wife, of said County and State, in the sum of TWENTY HUNDRED DOLLARS, upon their promissory note of even date herewith, and payable unto the said John L. C. Stockman and Susan V. Stockman, his wife, or order, twelve months after date, with interest from date, payable semi-annually, and for the purpose of securing the payment of said promissory note and the interest thereon when due and payable, this mortgage is executed.

Now, therefore, in consideration of the premises, and the sum of one dollar, the receipt whereof is hereby acknowledged, we, the said Viola V. Hamilton and Charles Hamilton, her husband, do hereby grant and convey unto the said John L. C. Stockman and Susan V. Stockman, his wife, all the following tracts or parcels of land, with the buildings and improvements thereon, situate, lying and being in Tuscarora district, in said County and State as conveyed to the said Viola V. Hamilton from the said John L. C. Stockman and Susan V. Stockman, his wife, by deed of even date herewith and intended to be recorded among the land record of said Frederick County prior to or simultaneous herewith; it being the first and second part as described in deed to the said John L. C. Stockman from James E. McKenzie and wife by deed dated March 27th 1885 and recorded in Liber A. F. #9 folio 729 one of the land records of Frederick County.

Provided that if the said Viola V. Hamilton and Charles Hamilton, her husband, shall pay to the said John L. C. Stockman and Susan V. Stockman, his wife, said sum of \$2000.00 and the interest thereon when due according to the terms of said promissory note, then this mortgage shall be void.

And the mortgagors hereby covenant with said mortgagee that they will pay said sum of \$2000.00 when due and payable according to the terms of said promissory note.

But if default shall be made in the payment of said promissory note at maturity, or of the interest thereon when due and payable according to the terms thereof, then it shall be lawful for the said John L. C. Stockman and Susan V. Stockman, his wife, their personal representatives or assigns to sell the said mortgaged property on the property or at the court house door in Frederick City, Maryland, for cash, after having given at least three weeks notice of such sale by advertisement inserted in some newspaper published in said Frederick County, Maryland, setting forth the time, place, manner, and terms of sale, and the proceeds arising from such sale shall be applied first, to the cost and expenses of such sale, including the usual chancery commission and reasonable counsel fees to the person making said sale; secondly to the payment in full of the mortgaged debt and the interest due thereon, and the surplus if any, pay over to the said Viola V. Hamilton and Charles Hamilton, her husband.

And the mortgagors hereby covenant with said mortgagees that they will insure and during the existence of this mortgage keep insured the buildings on said mortgaged property in some safe and reliable insurance company and that they will have said policy of insurance so endorsed that in case of loss or damage by fire the same shall inure to the benefit of said mortgagees.