



In testimony whereof I hereunto Subscribe my name and affix the Seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 30th day of December, A. D., 1932.

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

(Filed January 16, 1933)

"EXHIBIT D"

At the request of The Smithsburg Bank the following Mortgage is received for record and recorded April 15th 1919 at 9:40 o'clock A. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE, made this 14th day of April, A. D. 1919, by us, Simon P. Kuhn and Ann A. Kuhn, his wife, of Frederick County, State of Maryland,

WITNESSETH:- That in consideration of the sum of One Thousand (\$1000.00) Dollars, with interest thereon from the date hereof, now owing from us to The Smithsburg Bank of Washington County, which said indebtedness is evidenced by our promissory note payable to the said The Smithsburg Bank of Washington County, six months after date, for the sum of One Thousand (\$1000.00) Dollars, with interest thereon at the annual rate of Six per cent, the same to be paid semi-annually, and dated the 14th day of April, A. D. 1919, we, the said Simon P. Kuhn and Ann A. Kuhn, his wife, do hereby grant and convey unto the said The Smithsburg Bank of Washington County all those two tracts of land situate in Frederick County, State of Maryland, and described as follows: Tract No. 1 Being part of a tract of land called "Byers's Prospect", and containing eighteen (18) acres and seventy (70) perches of land, more or less, and being the same tract of land that was conveyed to the said Simon P. Kuhn by James W. Morgan and wife by deed bearing date April 21st. 1894, and recorded in Liber S.T.H. No. 269, folio 33 &., one of the Land Records of Frederick County, Maryland.

Tract No. 2. Being part of a tract of land called "Zentmyer's Resurvey", known as lot No. 5, and containing nine (9) acres, two (2) roods and twelve (12) square perches of land, more or less, and being the same tract of land that was conveyed to the said Simon P. Kuhn by J. E. Hurley and wife by deed bearing date March 7th., 1877, and recorded in Liber S.T.H, No. 269, folio 34 of the Frederick County Land Records, and a reference to both of said deeds is hereby made for a more particular description of said tracts of land hereby conveyed.

PROVIDED, that if we, the said Simon P. Kuhn and Ann A Kuhn, his wife, shall pay to the said The Smithsburg Bank of Washington County, the said sum of One Thousand (\$1000.00) Dollars, at the maturity of the said promissory note; together with the interest thereon, from the date hereof, and shall perform all the covenants herein contained, then this mortgage shall be void.

AND WE THE SAID SIMON P. KUHN AND ANN A. KUHN, HIS WIFE, DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That we will pay the said sum of money at the maturity of the said promissory note, or any successive renewals thereof, according to the provisions thereof, with interest as above set forth.

2. That we will pay all taxes on said property when due, and will insure and keep insured the buildings on said mortgaged land to the amount of at least this mortgage debt, and will have the policy or policies endorsed so as to enure to the benefit of the mortgagee in case of fire, and upon failure by the said mortgagors to pay any insurance premium or taxes when due, the said mortgagee is authorized to pay the same, which shall be added to and become a part of the mortgage debt.

3. That we will pay all costs and counsel fees which the party making a sale under this mortgage, or under any decree of foreclosure, may be charged for the collection of this mortgage debt, such costs and counsel fees to be considered as part of the mortgage debt.