

EXHIBIT MORTGAGE.

At the request of Central Trust Company of Maryland the following Mortgage is received for record and recorded May 9th 1922 at 4:10 o'clock P. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE made this 29th day of March in the year nineteen hundred and twenty two by us, William W. Heffner and Rosa E. Heffner his wife, of Frederick County, State of Maryland, W I T N E S S E T H: Whereas the said William W. Heffner and Rosa E. Heffner his wife, now stand indebted unto the CENTRAL TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland, in the sum of Three Thousand Dollars (3000.-) upon their promissory note bearing even date with this mortgage, payable to said Central Trust Company of Maryland, or order six months after date and for the better securing the payment of said promissory note at maturity according to the tenor thereof, and of the payment of any renewal thereof, with all interest thereon, the said William W. Heffner and Rosa E. Heffner his wife have agreed to execute this mortgage.

NOW THEREFORE in consideration of the above recited premises and of the payment of the sum of Five Dollars by the said Central Trust Company to the said William W. Heffner and Rosa E. Heffner his wife at and before the execution and delivery hereof the receipt of which is hereby acknowledged, we the said William W. Heffner and Rosa E. Heffner his wife do hereby grant and convey unto the Central Trust Company of Maryland, all the following described pieces or parcels of land, situate, lying and being in Frederick County, Maryland, being (a) All that tract of land situated as aforesaid, containing twenty three acres of land more or less, and being all and the same land and premises which was conveyed to the said William W. Heffner and wife by deed from Isaac L. Hankey and wife dated December 2nd 1914, and is recorded in Liber H. W. B. No. 310, Folio 518, one of the land records for Frederick County (b) all that tract of land situated as aforesaid, containing 23 acres 3 roods and 2 square perches of land more or less and being all and the same parcel of land which was conveyed by Howard W. Bevard and wife to the said William W. Heffner and wife said deed bearing even date herewith and is intended to be recorded among the land records for Frederick County, prior to or simultaneously with the recording of this mortgage.

Provided, that if the said William W. Heffner and Rosa E. Heffner 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 William W. Heffner and Rosa E. Heffner his wife, shall possess the said mortgaged property as of their present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it shall be lawful for the said Central Trust Company of Maryland, or its assignee, or for Charles C. Wate_ as trustee, to sell the said property and premises hereby mortgaged in front of the Post Office in Thurmont, Frederick County, Maryland by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory