

## EXHIBIT MORTGAGE.

At the request of Emory L. Coblentz, the following Mortgage is received for record and recorded April 3, 1906 at 10.10 o'clock A. M.

Test: Samuel T. Haffner, Clerk.

This Mortgage made this 30th day of March, in the year Nineteen Hundred and Six, by us, Theodore C. Shafer and Effie J. Shafer, his wife, of Frederick County, in the State of Maryland,

WITNESSETH: That whereas the said Theodore C. Shafer and Effie J. Shafer, his wife, now stand indebted unto Emory L. Coblentz of the County and State aforesaid, in the sum of Thirty nine Hundred (\$3900.00) Dollars upon their joint and several promissory note of even date herewith payable to the order of the said Emory L. Coblentz six months after date with interest from date, at the rate of five per cent per annum, the interest to be paid semi annually, and for the better securing the payment of the said promissory note at maturity, and for the further consideration of the sum of five dollars, to us cash in hand paid, at and before the execution and delivery of this mortgage, the receipt of which is hereby acknowledged, we, the said Theodore C. Shafer and Effie J. Shafer, his wife, do hereby grant in fee simple unto the said Emory L. Coblentz all the following pieces or parcels of land situated near "Rockville" School House, in Frederick County, Maryland, being described as follows:

All that piece or parcel of land containing two acres and thirty one Square Perches of land, more or less, which was conveyed unto the said Theodore C. Shafer by deed executed by John E. Shafer and Laurretta F. Shafer, his wife bearing date the first day of October A. D. 1896, and recorded in Liber J.L.J. No. 14 Folio 386 one of the land records of Frederick County, as by reference thereto will appear.

Second: All that piece or parcel of land including fifty six Acres and 138 square perches more or less which was conveyed unto the said Theodore C. Shafer by deed executed by the said John E. Shafer and Laurretta F. Shafer, his wife, bearing date the 30th day of March A. D. 1906 and intended to be recorded in the land records for Frederick County, simultaneously with or prior to the recording of this mortgage, as by reference to said deed will more fully appear.

Together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining thereto.

Provided, that if the said Theodore C. Shafer and Effie J. Shafer, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, 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 in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Theodore C. Shafer and Effie J. Shafer, 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 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 herein, then and in either case it shall be lawful for the said Emory L. Coblentz, his personal representatives or assigns to sell the said property and premises hereby mortgaged at some public place in the town of Middletown, Frederick County, Md. 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