

And it is further covenanted and agreed that whenever a Trustee shall advertise the above and foregoing mortgaged land and premises in foreclosure of the above and foregoing mortgage, and the said mortgagors shall pay the amount due under the provisions of the mortgage before the sale, the said mortgagors, shall pay to the Trustee advertising said sale one half commissions on the amount due in addition to all expenses incurred, including one reasonable counsel fee, in the matter of advertising said mortgaged property for sale.

All interlineations changing the rate of interest to 4 68/100 per cent made before signature and acknowledgement.

Witness our hands and seals.

Test: Arthur V. Myers

Laurens E. Phebus (seal)

Vada M. Phebus (seal)

State of Maryland, Frederick County, To Wit:-

I Hereby Certify, that on this 17th day of April in the year nineteen hundred and twenty six before me, the subscriber, a notary public of said State in and for said County duly commissioned and qualified, personally appeared Laurens E. Phebus and Vada M. Phebus, his wife the Mortgagors in the above and foregoing mortgage and did each acknowledge the foregoing deed of mortgage to be their respective act. And at the same time, before me did also personally appear Thomas H. Haller, the President of said Building Association, the mortgagee, and made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth, and that he is the President and Agent of said Association and authorized to make said affidavit;- And did make oath in due form of law that the said Association has not required the Mortgagors their agent or attorney or any person for the said Mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will it require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto set my hand and affix my notarial seal the day and year first above written.

Place of Notarial Seal

Arthur V. Myers, N. P.

State of Maryland, Frederick County, to-wit:-

I hereby certify that the foregoing is a true copy of the original Mortgage from Laurens E. Phebus and Vada M. Phebus, his wife to the Frederick Building Association, as recorded in Liber No. 357 Folio 55 &c., one of the Land Records of Frederick County, Maryland.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Md., this 30th day of July A. D. 1928.



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

(Filed July 30, 1928)

EXHIBIT NO. 3.

Vada M. Phebus : No. 11,668 Equity.
vs. : In the Circuit Court
Laurens E. Phebus : for Frederick County.

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The above cause standing ready for hearing and having been submitted, the Bill, Answer, and Evidence, as well as all the other proceedings in the above cause, were read and considered by the Court,--

It is thereupon this 18th day of June, 1928, by the Circuit Court for Frederick County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that Vada M. Phebus is hereby divorced A VINCULO MATRIMONII from the Defendant, Laurens E. Phebus, her husband.