

"EXHIBIT MORTGAGE"

At the request of Mary M. Jacobs the following Mortgage is received for record and recorded March 31st 1908 at 3:30 o'clock P. M.

Test; Samuel T. Haffner, Clerk

THIS MORTGAGE, made this 31st day of March, in the year nineteen hundred and eight, by us, Charles J. Angleberger and Rhoda B. Angleberger, his wife, of Frederick County, State of Maryland, Witnesseth: Whereas the said Charles J. Angleberger and Rhoda B. Angleberger, his wife, now stand indebted unto Mary M. Jacobs of said county and state, in the sum of Eighteen hundred Dollars (\$1,800.00) upon their joint and several promissory note bearing even date herewith, payable to the order of the said Mary M. Jacobs, one year after date with interest therefrom, 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 these presents, the receipt of which is hereby acknowledged, we, the said Charles J. Angleberger and Rhoda B. Angleberger, his wife, do hereby grant in fee simple unto the said Mary M. Jacobs all that lot or tract of land situate, lying and being in Mount Pleasant Election District, Frederick County, Maryland, containing Eighty-eight acres, two roods and twenty-six square perches of land, more or less, together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or appertaining; being the same property or farm which was conveyed unto the said Charles J. Angleberger from Charles M. Burdette and wife by deed bearing ^{even} date herewith and intended to be recorded among the land records of Frederick County; being also the same property or farm which was conveyed unto the said Charles M. Burdette from Edward I. Angleberger and wife by deed dated March 28, A. D. 1901, and recorded in Liber D. H. H. No. 11, folio 65, one of the land records of Frederick County, as by reference to said deeds a more particular description will appear. Provided that if the said Charles J. Angleberger and Rhoda B. angleberger, their personal representatives or assigns, shall pay the said promissory note with all interest due thereon at maturity, 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 Charles J. Angleberger, and Rhoda B. Angleberger, shall possess the said mortgaged property as of 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 Mary M. Jacobs, her personal representatives or assigns, to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Maryland, at 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, and then to the payment of the promissory note aforesaid with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Charles J. Angleberger and Rhoda B. Angleberger or to whoever may be entitled to the same. And the said Charles J. Angleberger and Rhoda B. Angleberger covenant that they will keep during the continuance of this mortgage, the buildings erected on said mortgaged premises in good repair, and insured for a reasonable sum of money in some safe and