

Warrenfeltz by a deed dated September 2nd. 1912, and recorded in Liber No. 326, folio 206, one of the land records of Frederick County.

THIRD: All the right, title and interest in and to that spring of water located on the farm owned by Elias Marken and located about 100 yards North of the dwelling house of the property of the said Elias Marken and about 150 yards West from the public road, said right, title and interest being the same that was conveyed to the said Henry M. Warrenfeltz and George M. Warrenfeltz by a deed dated September 2nd. 1912, and recorded in Liber No. 326, folio 206, one of the land records of Frederick County; all of the above described real estate being the same real estate which was conveyed to the said Guy K. Motter by Henry M. Warrenfeltz, George M. Warrenfeltz and Clare E. Warrenfeltz by a deed dated March 8th, A.D. 1920, and recorded in Liber No. 329, one of the land records of Frederick County, aforesaid.

and whereas the said George M. Warrenfeltz having departed this life and the said Henry M. Warrenfeltz becoming thereby the owner of all the interests in said property on the 7th day of December, in the year 1922 executed his mortgage deed to the Central Trust Company of Maryland to secure the payment of his promissory note in the sum of Ten Thousand Dollars to said Company, bearing even date with said mortgage, payable six months thereafter with interest from date.

and whereas it was mutually agreed and understood between the mortgagor and mortgagee that the said mortgage should create an encumbrance on the whole interest he was seized and possessed in and to the above described property but through error of the party who wrote the mortgage, a clause was inserted therein, to-wit: "The purpose here intended is to convey to the said Central Trust Company of Maryland, the undivided one-half interest of which the said Henry M. Warrenfeltz acquired in all the real estate mentioned in the aforesaid deeds from Daniel Warrenfeltz and John G. Warrenfeltz to Henry M. Warrenfeltz and George M. Warrenfeltz, dated April, 18, 1899, and September 2, 1912, respectively as by reference to which deeds will more fully and at large appear." that said error <sup>was</sup> caused by the draftsman copying from a mortgage given by said Henry M. Warrenfeltz when he only owned a one-half interest in the above described property.

That on the 11th day of December A. D. 1930 the said Central Trust Company of Maryland assigned to the Union Trust Company of Maryland, said mortgage for value received, and the said Union Trust Company is now the owner of said mortgage, as will appear by reference to said mortgage and assignment thereof duly recorded in Liber No. 341, folio 287, one of the said land records.

and whereas the said Henry M. Warrenfeltz, Mortgagor, to carry out his intent and purpose which was to create an encumbrance upon all of his property to secure the payment of said promissory note for the sum of Ten Thousand Dollars and the performance of all the conditions set forth in said mortgage and to remedy the error of the draftsman who drew up the mortgage aforesaid by insertion of a clause which limited the conveyance of an undivided one-half interest in said property, has agreed with the Union Trust Company of Maryland to execute these presents.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.) in hand paid to the said Mortgagor by said Mortgagee at and before the execution of this mortgage, I, the said Henry M. Warrenfeltz mortgagor, standing indebted unto the said Union Trust Company in the sum of Seventy Hundred and Eighty-Eight Dollars and Seventy-seven cents, (\$7088.77) the interest thereon from March 1st, 1932, the same being the balance on said assigned mortgage note do hereby grant and convey unto the said Union Trust Company of Maryland, all my right, title claim, and interest of every kind I possess in and to the above described property to secure the payment of balance due on said assigned promissory note and to confirm and execute the agreement and contract I entered into with the Central Trust Company, aforesaid, when the assigned mortgage was executed and binding myself, my heirs and assigns to do and perform each and every covenant