

All of which is respectfully submitted,

Joseph D. Mish

Attorney named in Mortgage for the purpose
of foreclosure and collection.

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:

I HEREBY CERTIFY, that on this 28th day of September, A.D., 1935, before me, the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared Joseph D. Mish, Attorney as aforesaid, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition and Report of Sale are true as therein stated and that the sale therein reported was fairly made.

Eli G. Haugh

Clerk

(Filed September 28, 1935)

EXHIBIT MORTGAGE

At the request of Home Owners' Loan Corporation the following mortgage is received for record and recorded Feb. 17, 1934, at 8:00 o'clock A. M.

Test: Eli G. Haugh, Clerk

THIS MORTGAGE made this 14th day of February, in the year nineteen hundred and Thirty four by and between Louis E. Guertin and Katherine T. Guertin, his wife, of Frederick County, in the State of Maryland, of the first part, Mortgagors, and the HOME OWNERS' LOAN CORPORATION of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of Eleven Thousand Six Hundred and Seventy two 99/100 Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of Eleven Thousand, Six Hundred and Seventy-two 99/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington D. C., or to its successors and assigns, in monthly instalments of \$92.30 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagors to pay the sum of \$48.63 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagors, provided all other conditions and covenants in said note and herein on the part of the said mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be \$107.97 per month to be applied, first to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

WHEREAS, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note, may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and,

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are