

Hobbs, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Petition and Report of Sales are true to the best of his knowledge, information and belief, and that said sales were fairly made.

Place of  
Notarial  
Seal.

Hettye A. Hahn  
Notary Public

(Filed May 4, 1936)

EXHIBIT MORTGAGE

At the request of Leanna Englar the following Mortgage is received for record and recorded October 27, 1888, at 1 O'clock, 05 Minutes P. M.

Test: W. Irving Parsons, Clerk.

THIS MORTGAGE, Made this 24th day of October in the year One thousand eight hundred and Eighty eight by Reuben Sayler, Jr. and Margaret A. Sayler, his wife, of Frederick County, in the State of Maryland. Whereas the said Reuben Sayler by his promissory note bearing date October 20th, 1888 drawn five years after date, with interest to be paid annually, at five per cent per annum, stands indebted unto Leanna Englar, wife of Nathan A. Englar, in the principal sum of five thousand dollars, together with the interest thereon from time to time, and for the better securing thereof these payments are hereby Executed. Now this mortgage Witnesseth that in consideration of the premises, and of the sum of One Dollar, the said Reuben Sayler and Margaret A. Sayler, do grant, bargain sell and convey unto the said Leanna Englar in fee simple, all those parts of tracts of land called "The Resurvey On Forest in Need" "The Resurvey on Small Beginning" "Hazel Valley" and The Rich Indian Garden" lying contiguous situated in Frederick County and in the State of Maryland and fully described with courses and distances in a deed from Thomas J. Reisler Executor of the last will and Testament of Reuben Sayler, Sr. late of Carroll County, Maryland, deceased to the said Reuben Sayler, Jr. containing one hundred and sixty-four acres of land, more or less, bearing date even with these presents, and to be recorded among the land records of Frederick County, Maryland, even date herewith, reference being had thereto all will fully appear. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto in any wise appertaining. Provided that if the said Reuben Sayler, Jr. his heirs, executors, administrators or assigns, shall pay the interest at five per cent per annum annually on the aforesaid promissory note and shall pay the said principal sum of money, when and to the said Leanna Englar her heirs, executors, administrators or assigns, and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void. and it is agreed that until default be made in the premises, the said Reuben Sayler, Jr. may hold and possess the aforesaid property upon paying in the meantime all taxes on said property and on the mortgage debt and interest hereby intended to be secured; which taxes, mortgage debt and interest thereon, the said Reuben Sayler, Jr. hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and demandable and these presents are hereby declared to be made in Trust, and the said Leanna Englar, her heirs, executors, administrators and assigns or Nathan A. Englar her duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell for cash the property hereby mortgaged and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs or assigns, which sale shall be made in the manner following, by giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland, and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale: inclusive of all such counsel fees