

1936 before me the subscriber the Clerk of the Circuit Court for Frederick County Maryland personally appeared Geo. A. Pearre, Jr. and made oath in due form of law that the matters and things stated in the within and foregoing Petition are true, as to the best of his knowledge and belief.

Eli G. Haugh

Upon the foregoing Petition and Exhibits it is ordered this 18th day of June in the year 1936 by the Circuit Court for Frederick County Maryland sitting as a Court of Equity, and by authority thereof that the foregoing Petition and Exhibits be referred to the auditor of this Court along with the other papers in this cause, and that said second Mortgage be allowed and paid out of the surplus remaining in this cause, after the payment of said first mortgage herein and the costs and charges, herein, or to the extent of the balance remaining, after the payment of the first mortgage. Subject to the usual right of Exception.

Arthur D. Willard

Judge of the Circuit Court for Frederick County
Maryland.

(Filed June 18, 1936)

EXHIBIT NO. 4

This Mortgage, Made this 31st day of January in the year 1914, by us, Sallie A. Fleming and John E. Fleming, her husband, witnesseth that in consideration of the sum of One Hundred Dollars now due from said Sallie A. Fleming and John E. Fleming, her husband to the FRANKLIN SAVINGS BANK OF FREDERICK, a body corporate, we the said Sallie A. Fleming and John E. Fleming her husband, do grant unto the said FRANKLIN SAVINGS BANK OF FREDERICK, in fee simple, all that lot or parcel of ground situated on the North east corner of Fifth Street and Klinehart's Alley in Frederick City, Frederick County Maryland, being the same land and premises which were conveyed by Margaret Ann Kehler to the said Sallie A. Fleming and Cora M. Kehler by deed dated June 11th, 1894, and recorded in Liber J.L.J.No. 7, folio 97, one of the Land Records of Frederick County, and in and to which, upon the death of the said Cora M. Kehler, intestate, her heir at law conveyed their undivided interest to the said Sallie A. Fleming by deed dated on the 14th day of April, 1913, and duly recorded in Liber H. W. B. No. 304, folio 377 & 378 one of the Land Records of Frederick together with the buildings and improvements thereon and the rights, ways, privileges and appurtenances thereto belonging, as by reference to said deeds a more full and particular description of said land and premises will appear.

Provided that if the said Sallie A. Fleming and John E. Fleming, her husband shall pay at maturity the promissory note given for said indebtedness of One Hundred dollars of even date herewith by said Sallie A. Fleming and John E. Fleming, her husband payable six months after date and made payable to the said FRANKLIN SAVINGS BANK OF FREDERICK, or order, or any, renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise, to be in full force and effect.

And the said Sallie A. Fleming and John E. Fleming, her husband, covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said FRANKLIN SAVINGS BANK OF FREDERICK, and to pay all taxes on the real estate hereby conveyed. And they further covenant that should they fail in paying the said taxes and the premiums for the said insurance and the said FRANKLIN SAVINGS BANK OF FREDERICK, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Sallie A. Fleming and John E. Fleming her husband, in the payment of the said promissory note at maturity, or or any renewal thereof at maturity, or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for George W. Heinlein, Secretary of said Bank or the Assignee