

"EXHIBIT MORTGAGE"

At the request of Clayton H. Summers, the following Mortgage is received for record and recorded April 16th 1921 at 2.15 o'clock P. M.

Test: Eli G. Haugh, Clerk.

This MORTGAGE, made this 1st day of April, in the year Nineteen Hundred and Twenty one, by us, Lawson H. Summers and Eva M. Summers, his wife, of Frederick County, State of Maryland, WITNESSETH:

That whereas the said Lawson H. Summers and Eva M. Summers, his wife, now stand indebted unto Clayton H. Summers, of Washington County, State of Maryland, in the sum of Eight Thousand Dollars (\$8,000.00), upon their promissory note of even date herewith, payable to the order of the said Clayton H. Summers six months after date, and for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may from time to time be given hereafter in renewal of the same or of any part thereof, and for the further consideration of the sum of One Dollar paid by the said Clayton H. Summers to the said Lawson H. Summers and Eva M. Summers, his wife, the receipt of which is hereby acknowledged, we, the said Lawson H. Summers and Eva M. Summers, his wife, do grant in fee simple unto the said Clayton H. Summers all the following described real estate:

All those lots of ground situate, lying and being near Frederick City, in Frederick County, State of Maryland, being Lots Numbered 113, 114 and 115 on a plat entitled "Villa Estates" prepared by Emory C. Crum, Civil Engineer, dated May 31st, 1915, and recorded in plat book S. T. H., folio 78, said lots having a total frontage of 1314.47 feet, more or less, on Wilson Place, set out on said plat; being the same property which was conveyed unto the said Lawson H. Summers and Eva M. Summers, his wife, by John W. Jolliffe and Lucy M. Jolliffe, his wife, by deed dated March 12th, 1920, and recorded in Liber No. 331, folio 179, one of the Land Records of Frederick County, as by reference thereto will more fully and at large appear.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Lawson H. Summers and Eva M. Summers his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, 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 of any renewal thereof, 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 Lawson H. Summers and Eva M. Summers, his wife, shall possess the said mortgaged property as of their present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, 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 Clayton H. Summers, his personal representatives or assigns, to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Frederick County, Maryland, by 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