

Place of
Notarial
Seal

Mary V. Butcher
Notary Public

Filed October 12, 1936.

"EXHIBIT MORTGAGE"

THIS MORTGAGE, Made this fifth day of April 1934, by and between Irvin E. Beard and Mamie L. Beard, his wife, of Frederick County, State of Maryland, Mortgagors, and the Home OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Twenty five Hundred and Thirteen 92/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Twenty five Hundred and Thirteen 92/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of \$19.87 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 Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the Mortgagors to pay the sum of \$10.46 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors, provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be \$23.24, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

WHEREAS, it is 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 agree 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 debt, 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 executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Frederick County, State of Maryland, and described as follows, that is to say:

All that piece or parcel of land situate in Frederick County, Maryland, and contained within the following boundaries: Beginning at a stake planted on the north side of the Railroad and running thence South 56 degrees West 15 perches, South 35 1/4 degrees West 15 5/10 perches to a maple tree marked with three cents, South 71 1/2 degrees East 8 7/10 perches South 28 degrees East 11 perches North 86 degrees East 5 5/10 perches North 47 degrees East 6 6/10 perches North 84 1/2 degrees East 5 3/10 perches South 10 degrees East 5 4/10 perches South 74 degrees East 10 perches to a white oak tree marked with three notches North 24 1/2 degrees East 3 5/100 perches to a Span oak stump near the Railroad North 31 degrees West 37 4/10 perches to the place of beginning