

sold the same to Home Owners' Loan Corporation at and for the sum of four thousand dollars (\$4,000.00), the said Home Owners' Loan Corporation being at that sum the highest and best bidder therefor, a certificate of purchase being filed herewith as a part hereof.

All of which is respectfully submitted.

David C. Winebrenner 3d.  
Assignee of Mortgagee for Purpose of Foreclosure  
and Collection.

STATE OF MARYLAND, COUNTY OF FREDERICK, SS:

This is to certify that on this 26th day of October, 1936, before me, the subscriber a Notary Public of the State of Maryland, in and for Frederick County, personally appeared David C. Winebrenner 3d, Assignee as aforesaid, and 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.

Witness my hand and Notarial Seal the day and year last above written.

Place of  
Notarial  
Seal

Mary V. Butcher  
Notary Public

Filed October 27, 1936.

"EXHIBIT MORTGAGE"

THIS MORTGAGE, Made this 17th day of April 1934, by and between Clarence W. Rudy and Annie L. Rudy, his wife, of Frederick County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Forty three Hundred Sixty eight and 20/100 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 Forty three hundred Sixty eight and 20/100 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 \$34.53 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 \$18.19 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 \$40.39, 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.