

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Nine Hundred and Fifty-eight and 07/100 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 Nine Hundred and Fifty-eight and 07/100 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 \$7.58 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 \$3.99 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 \$8.85, 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 County of Frederick, State of Maryland, and described as follows, that is to say:

All that property, composed of two tracts or parcels of land, lying contiguous, situated near Franklinville, in Mechanicstown District of Frederick County, Maryland, and being more particularly described as follows:

First parcel:

All those tracts conveyed in a deed from Adam H. Eyler and Margaret Eyler, his wife, to John P. Fox bearing date of March 1, 1873, being part of a tract called "Simons Delight" containing three acres of land, more or less; also that lot beginning at the northwest corner of a lot owned by the wife of John P. Fox, being part of the land obtained from Elizabeth Valentine, and running with the first line North $70\frac{1}{2}$ degrees West 10 16/100 perches, thence South $1\frac{1}{2}$ degrees East 39 perches, thence North 60 degrees East 10 56/100 perches to a stone, thence with a straight line to the beginning containing two acres of land more or less.

Second Parcel:

That parcel of land containing $4\frac{1}{2}$ acres of land more or less situated about $\frac{1}{4}$ of a mile East of Franklinville, Mechanicstown District, Frederick County, Maryland, it being the same real estate of which Charlotte Fox died seized and described in a deed to her recorded in B. G. F. No. 3, folio 356.

The above property is subject to the provisions of the Deed of Easement or Right-of-Way from Thomas R. Ridenour and wife unto Hagerstown and Frederick Railway Company, dated March 26,