

equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagor, or to whomever may be entitled thereto.

The Mortgagor does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by her to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Joseph D. Mish, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand and seal of the Mortgagor.

TEST:

Katie M. Troxell (SEAL)

James H. Cramer

STATE OF MARYLAND, FREDERICK COUNTY, to wit:

I HEREBY CERTIFY that on this seventh day of May, 1934, before me, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Katie M. Troxell (unmarried), the Mortgagor named in the aforesaid Mortgage, and she acknowledged the aforesaid mortgage to be her act. At the same time also appeared Richard F. McMullen, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.



James H. Cramer

Notary Public

My Commission Expires May 6, 1935.

My commission expires the        day of        193 .

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto David C. Winebrenner, III, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 5th day of March, 1937.

WITNESS:

Esther Reamer



Chas. B. Lyddane  
Regional Treasurer

Assignment recorded March 13, 1937.

Test: Ellis C. Wachter, Clerk.

Received for Record May 11, 1934 at 3:10 O'clock. P. M. and same day recorded in Liber 392 Folio 95 &c., one of the Land Records of Frederick County, and examined.

Test: Eli G. Haugh, Clerk.

Filed April 7, 1937.