

Honorable Court.

Respectfully submitted,

D. Princeton Buckey
D. Princeton Buckey
Solicitor.

Wm. L. Smith
William L. Smith

Howard L. Smith
Howard L. Smith

Petitioners.

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:

I hereby certify that on this 16th day of September, 1939, before me, the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared William L. Smith and Howard L. Smith, Surviving Trustees and Mortgagees, and made oath in due form of law that the matters and facts stated in the foregoing Petition and Report of Sale are true as therein set forth to the best of their knowledge, information and belief, and that the sale therein reported was fairly made.

Ellis C. Wachter
Clerk of the Circuit Court for
Frederick County, Maryland.

Filed Sept. 16, 1939.

Exhibit No. 1

At the request of William L. Smith and Howard L. Smith, Surviving Trustees, the following Mortgage is received for record and recorded August 24, 1936 at 2:45 o'clock P. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE, made this 24th day of August in the year nineteen hundred and thirty-six, by me, Beulah F. Stull (Widow) of Frederick County, in the State of Maryland.

WITNESSETH: That in consideration of my being now indebted unto William L. Smith and Howard L. Smith, Surviving Trustees, in the sum of Twenty-five hundred dollars (\$2500.00) by my promissory note of even date herewith, payable six months after date, with interest from date at the rate of five per cent. per annum, payable semi-annually and in order the better to secure the payment of said sum of money to the said William L. Smith and Howard L. Smith, Surviving Trustees, with interest thereon, when due and payable, according to the tenor of said promissory note, I, the said Beulah F. Stull do grant unto the said William L. Smith and Howard L. Smith, Surviving Trustees, all that tract or parcel of land situated and being in Creagerstown District in Frederick County in the State of Maryland, known as the George F. Stottlemeyer Farm, containing Eighty-eight Acres of land, more or less, and being the same real estate conveyed to the said Beulah F. Stull by William J. Martin and Edith Martin, his wife, by deed dated October 3rd, A. D. 1931 and recorded in Liber No. 380, folio 433 &c., one of the Land Records of Frederick County, as by reference to the said deed and the conveyances therein referred to will more fully appear.

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

PROVIDED, that if I, the said Beulah F. Stull should pay the said mortgage indebtedness, with the interest thereon, when due and payable, according to the tenor of said promissory note, then this mortgage shall be void.

AND I, the said Beulah F. Stull, do covenant that I will pay the said sum of Twenty-five Hundred Dollars (\$2500.00) with the interest thereon when due and payable according to the tenor of said promissory note, and that I will during the continuance of this mortgage keep the buildings upon said property, hereby mortgaged, fully insured against