

does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor, his heirs, executors, administrators or assigns, shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee, its successors or assigns, or the attorney above named, and which the mortgagee, its successors and assigns, or the attorney above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

As witness the hand and seal of the said mortgagor the day and year first hereinbefore written.

George Edward Kaulfuss (Seal)  
George Edward Kaulfuss

Test: Hilda V. Norwood  
Hilda V. Norwood

STATE OF MARYLAND, FREDERICK COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared George Edward Kaulfuss, who acknowledged the foregoing mortgage to be his act; and, at the same time, also before me, personally appeared Hubert P. Burdette who made oath in due form of law, (a) that he is President of The First National Bank of Mount Airy, Mount Airy, Maryland, and as such officer is duly authorized and empowered to make this affidavit for and on behalf of mortgagee herein, (b) that the consideration set forth in the foregoing mortgage is true and bona fide as therein stated, and (c) that he has personal knowledge of the matters and things in this mortgage contained.

Witness my hand and Seal Notarial.

Place of  
Notarial  
Seal

Hilda V. Norwood  
Hilda V. Norwood, Notary Public

Filed May 13, 1954

PETITION AND REPORT OF SALE  
IN THE CIRCUIT COURT FOR FREDERICK COUNTY  
FREDERICK COUNTY, TO WIT:

L. PEARCE BOWLUS, Attorney  
named in mortgage from  
GEORGE EDWARD KAULFUSS  
to  
THE FIRST NATIONAL BANK of  
MOUNT AIRY, Mount Airy, Md.

NO. 17,339 EQUITY

on

PETITION

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P E T I T I O N

The Petition and Report of Sale of L. Pearce Bowlus, attorney named in mortgage for the purpose of foreclosure, respectfully represents unto your Honors:

FIRST: That on the 4th day of October, 1946, a certain George Edward Kaulfuss executed