

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or William M. Storm, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee ~~and~~ and a commission to the party making the sale of said property 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Herbert R. Staley
Herbert R. Staley

Arvie D. Humphrey [SEAL]
Arvie D. Humphrey
Lois E. Humphrey [SEAL]
Lois E. Humphrey
[SEAL]
[SEAL]

STATE OF MARYLAND, Frederick County, to wit:

I HEREBY CERTIFY, That on this the 21st day of November, 1958, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Arvie D. Humphrey and Lois E. Humphrey, his wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time also personally appeared Benjamin L. Shuff, the President and Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Herbert R. Staley
Herbert R. Staley Notary Public.

My commission expires: May 4, 1959

W. 20335 Equity
Exhibit A
Filed June 12, 1963

June 12, 1963

Farmers and Mechanics National Bank, a body corporate, formerly Farmers & Mechanics-Citizens National Bank of Frederick, hereby assigns the within and foregoing mortgage and the debt secured thereby to Robert E. Clapp, Jr., for the purpose of foreclosure and collection.

Farmers and Mechanics National Bank
formerly Farmers & Mechanics-Citizens
National Bank of Frederick



Benjamin L. Shuff
Cashier
Benjamin L. Shuff

BY Benjamin L. Shuff
Benjamin L. Shuff, President

Assignment recorded June 12, 1963

Test: Ellis C. Wacker, Clerk.