

CHATTEL MORTGAGE

Recorded August 8, 1961 at 11:20 A. M.

THIS CHATTEL MORTGAGE made this 7th day of August, 1961, by Carl E. & Dolores E. Becker ===== Mortgageor(s), and The Thurmont Bank, Thurmont, Md. mortgagee.

WITNESSETH: Whereas the said Carl E. & Dolores E. Becker (is) (are) indebted unto The Thurmont Bank, Thurmont, Md. in the full sum of Twelve hundred ===== DOLLARS

(\$1,200.00) and (has) (have) agreed to repay the same in 36 consecutive monthly installments of _____ DOLLARS (\$33.34) each, with interest from maturity, the first of said installments to be paid one month from the date hereof, as evidenced by (his) (her) (their) promissory note of even date herewith, payable to the order of The Thurmont Bank, Thurmont, Md. and to secure the payment of said \$ 1,200.00, this mortgage is executed.

NOW, THEREFORE, In consideration of the premises and the sum of ONE (\$1.00) DOLLAR, the said Carl E. & Dolores E. Becker (do) (does) hereby bargain and sell, grant, and assign to the said The Thurmont Bank, Thurmont, Md. its successors and assigns, all the following described property now located 225 N. Church St., Thurmont, Md.

TO-WIT:

- 1 Gas Stove six burners
- 1 Refrigerator- Bridigaire 14 Cubic feet
- 1 Electric Deep fryer
- 14 Tables - 44 Chairs
- 2 Beer Coolers
- 1 Candy case
- 1 Electric meat case
- 2 Electric Icecream Freezers
- 1 Working table
- 1 Counter and 7 stools
- Stainless steel sink
- 4 Booths with tables
- Stainless steel table ware and utensils



TO HAVE AND TO HOLD all the above mortgaged personal property unto the said its successors and assigns.

And the said Mortgageor(s) _____ Covenants(s) that (he) (she) (they) / (is) (are) the legal owner(s) of said property above described, that it is free and clear of any liens or encumbrances, that (he) (she) (they) will not convey (his) (her) (their) interest therein or attempt to sell or remove said mortgaged property or any part thereof, without notice to the said mortgagee and without the assent to such sale or removal expressed in writing.

That in the event of any demand or levy being made against said property by any legal proceedings, the mortgageor(s) agree(s) to immediately notify the mortgagee, and upon any such demand or levy being made, or in case the mortgageor(s) shall become bankrupt or suffer a judgment or money Decree to be entered against the said Mortgageor(s), or if an attachment or execution be issued against the said Mortgageor(s), then and in any one of said events, this mortgage shall forthwith become due and payable.

The mortgageor(s) Agree(s) to pay all taxes levied against the property hereby mortgaged, and to keep the said property insured against loss by fire (theft) and (collision) in a company satisfactory to the mortgagee, for not less than the amount due hereunder, and cause same to be so endorsed, as their respective interests may appear, and all such policies shall be delivered to the mortgagee.

Provided that if the said mortgageor(s) shall pay unto the said mortgagee, its successors or assigns, the aforesaid sum of Twelve hundred - - - - - DOLLARS (\$ 1,200.00), with interest thereon, according to the terms of said promissory note, and perform all the covenants herein agreed to be performed by the said Mortgageor(s), then this mortgage shall be void.

And it is agreed that until default is made in any of the covenants or conditions of this mortgage, the said Mortgageor(s) may remain in possession of the whole of the above mortgaged property.

But if default shall be made in the payment of said promissory note when it matures and becomes payable, or if default shall be made in any one installment, or in any covenant or condition of this mortgage, then the whole mortgage debt shall become due and payable, and it shall be lawful for the mortgagee, its assigns, or William M. Storm as Trustee, to enter upon the premises and any other place where the said goods or chattels may be, and take and carry away said property hereinabove mortgaged and at the discretion of the mortgagee to sell the same at private sale for cash, or at public sale for cash, on the premises, or at some other convenient place in Frederick County, Maryland, after having first given at least ten (10) days' public notice of the time, place, manner and terms of sale inserted at least twice in one or more newspapers published in Frederick County, Maryland, and the proceeds of such sale shall be applied, first, to the payment of all expenses of said sale, including taxes, and including the usual commissions and reasonable counsel fee, and secondly, to the payment of the mortgage debt in full, together with all interest that may accrue up to the time of payment, and the balance, if any, to be paid to the said mortgageor(s), (his) (her) (their) personal representatives or assigns.

IN TESTIMONY WHEREOF WITNESS (MY) (OUR) HAND(S) AND SEAL(S) ON THE DAY AND DATE FIRST ABOVE WRITTEN.

WITNESS:
Ralph E. Stottlemeyer
RALPH E. STOTTEMEYER

Carl E. Becker
Carl E. Becker (SEAL)
Dolores E. Becker (SEAL)
Dolores E. Becker (SEAL)