Stamp. Atty
8/22/58

NO. 21,052 Equity
Exhibit-Mtg.

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MORTAGE

Recorded May 27, 1957 at 10:00 A.M.

This Mortage, made this 8th day of May 1957 between G. Leicester Thomas, hereinafter called the Mortgagee, and Clarence Edward Kees and Dalores Lorraine Kees, his wife, both of Frederick, Maryland, hereinafter called the Mortgagors.

Whereas the Mortgagors are justly indebted to the Mortgagee for borrowed money in the principle sum of Seventy-two hundred dollars ($7,200.00) with interest from date at the rate of 6% computed annually, on unpaid balance, as at the end of each twelve (12) months and added to the principle, which principle and interest is payable at the house of the Mortgagee, in Adamstown, Maryland, in monthly installments, of Sixty ($60.00) dollars, commencing June 15, 1957 and on the same day of each month thereafter until paid in full, both interest and principle.

Privilege is reserved to make larger payments at any time, and if so made the interest is to be computed on the unpaid balance on June 15, 1957 following said payment; the interest to be added to the principle; payments of Sixty ($60.00) dollars per month, to be paid as heretofore.

And, whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now therefore this Mortgage Witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagors do hereby grant, convey, and assign unto the Mortgagee, their successors and assigns, all that lot of ground situate, lying and being in South Catoctin Park, Frederick City and known as parts of Lots No. 15 and 16, in Block B, Plat Book 3, Folio 18, and improved with a 1½ story frame, five room and bath dwelling, together with all buildings and improvements thereon, rights, ways, waters, privileges, appurterances, and advantages thereto belonging or in any wise appertaining.

To have and to hold the said property unto the said Mortgagee, his successors and assigns.

Provided, that this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principle debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagors, but in the event of default in the payment of any installment of principle or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may excercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the rights to exercise it at any other time.

And the Mortgagors, in order more fully to protect the security of this mortgage, covenants and agrees, that they will pay all taxes of every kind assessed against said property, municipal, state, county, federal, also water rent, and will deliver official receipt for such payments, also the fire insurance policy or policies to the agent of said Mortgagee, and in default of such payment by the Mortgagors, the Mortgagee may pay same, and any sums so paid shall be added to the Mortgage debt hereby secured, and shall be payable on demand, and shall bear interest at the rate of 6% per annum and shall be secured by this mortgage.