DIVIDER

LIBER NO

ortgage and assignment

To

Filed and Recorded September 2" 1949 at 3:20 P.M.

William F. Malone

THIS MORTGAGE, Made this 1st day of September, 1949, by and between Ralph JohnMisch and Helen Wanda Misch, his wife, of Allegany County, Maryland, parties of the first part and William F. Malone of Allegany County, Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part arejustly and bona fide indebted unto the said party of the second part in the full and just sum of Four hundred (\$400.00) dollars, payable two years after date with interest from date at the rate of six (6%) per cent per annum, payable in equal monthly installments of Seventeen dollars and seventy-three cents (\$17.73) which said sum is part of the balance due on account of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a purchase money mortgage; and

WHEREAS, it is agreed that this mortgage is to be a second mortgage on the property hereinafter described and subject to the lien of the first mortgage of said property of April 12, 1947, in favor of the First Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, all the following described property, to-wit:

All that lot, piece or parcelof land situated in Election District No. 29, Allegany County, Maryland, known as Lot No. 187 in the Garden City Homes Sub-division, a plat of which said addition is recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 150, reference to which is especially made for further description thereof.

It being the same property conveyed to the parties of the first part by the party of the second part by deed of even date herewith and duly recorded among the Land Records for Allegany County, Maryland, simultaneously with the recording of this mortgage.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Four hundred (\$400.00) dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, u pon paying in the meantime all taxes, assessments, and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to behereby secured shall at once become due and payable, and thesepresents are hereby declared to be made in trust, and the said party of the second part, his heirs or assigns, or William S. Jenkins, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchas-

maly were

er or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, marmer and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to thepayment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Four hundred (\$400.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness: Wm. L Wilson, Jr.

Ralph John Misch (Seal)

wm. L. Wilson Jr

Helen Wanda Misch (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1st day of September, 1949, before me, the subscriber, Notary Public in and for the State and County aforesaid, personally appeared Ralph John Misch and Helen Wanda Misch, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared William F. Malone the within named mortgages and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein setforth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Gerald L. Harrison.

(Seal)

Notary Public.

FOR VALUE RECEIVED, I here by assign the within and aforegoing mortgage to The Buchanan umber Company, a corporation.

Witness my hand and and this 1st day of Sept., 1949. Witness: Thomas N. Berry

William F. Malone

Mortgage

Filed and Recorded September 3" 1949 at 11:00 A.M. The Liberty Trust Company, Trustee

THIS PURCHASE MONEY MORTGAGE, Made this 1st day of Sept. in the year 1949, by and between Edna L. Sisk and Keith T. Sisk, her husband, of Allegany County, State of Maryland, of the first part, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, Trustee under the will of Thomas W. Koon, deceased, of the second part, witnesseth:

WHE REAS, the said Edna L. Sisk and Keith T.Sisk, her husband, stand indebted unto the said The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, in the full and just sum of Four Thousand Dollars (\$4,000.00) as evidenced by their joint and several prom issory note for said sum of money bearing even date with these presents and payable to the order of the said The Liberty Trust Company , Trustee under the Will of Thomas W. Koon one year after date, with interest from date at the rate of Six Per Centum (6%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, con vey, release and confirm unto the said The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, its successors and assigns, the following property, to wit:

All that lot orparcel of ground situated on the West side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the most easterly corner of the second concrete step leading from the pavement on the west side of Bedford Street to the dwelling situated on the lot herein described, said point being the beginning of the whole lot as conveyed by George Rohrbach et ux to Louisa P. Buckey, by deed dated the 26th day of December, 1874, and recorded in Liber No. 43 folio 514, one of the Land Records of Allegany County, and running thence with the west side of Bedford Street and reversing the fourth line of the said Buckey deed (Vernier readings reduced from magnetic bearings as of July, 1949, using the present curb line of Bedford Street as a bas line with a bearing of North 26 degrees and 12 minutes east and with horizontal measurements) South 26 degrees and 57 minutes West 25 feet to a chiseled point in the sidewalk, thence leavin the west side of Bedford Street, and running with part of the third line mersed of the said Buckey deed, North 55 degrees and 44 minutes West 90-9/10 feet to a locust stake standing at the end of the second line of the parcel of ground conveyed by Emma L. Daughtrey, widow, to Edna L. Bisk, by deed dated the 5th day of December, 1947, and recorded in Liber No. 225, folio 528, of said Land Records thence with the third line of the said Sisk deed, North 32 degrees and 12 minutes East 25 feet to a stake standing in line with the Southwest edge of the extended brick wal of the present Joseph Young residence, thence with the said line, South 55 degrees and 44 minute East about 65-5/10 feet to the east corner of the brick dwelling situated on this parcelof ground, thence with the east edge of the said dwelling wall, South 28 degrees and 56 minutes west 1-5/10 feet to the north edge of the brick wall of the said dwelling and also the south edge of the present said Joseph Young residence, thence with the said line of wall, South 61 degrees and minutes East 18 feet to the east corner of the said dwelling on this described property, thence from the said east corner, South 62 degrees and 00 minutes East 5-3/10 feet to the beginning. (Surveyed by Ralph E. Wilson, Sr. August 4, 1949)

IT being the same property which was conveyed unto the said Edna L. Siak, by Robert W. Daughtrey et al, by deed dated the --day of --, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Also all that lot of parcel of ground situated on the south side of Polk Street. (formerly Wills Alley) in the City ofCumberland, Allegany particularly described as follows, to wit:

BEGINNING for the same at the northerly corner of the brick apartment building standing on the property herein described said beginning being also the end of the first line of the parcel of ground conveyed by George Rohrbach et ux to Louisa P. Buckey, by deed dated December 25,

1874, and recorded in Liber No. 43, folio 514 one of the Land Records of Allegany County, it being also the beginning of this parcel of ground as conveyed by Louisa P. Buckey widow, to Harvey W. Daughtrey and Emma L. Daughtrey his wife, by deed dated November 30, 1908, and recorder in Liber No. 104, folio 15, one of the Land Records of Allegany County, and running thence with the southeast side of Polk Street and the second line of the said Louisa P. Buckey deed and with the lines of the said marvey W. Daughtrey deed (Vernier Readings reduced from Magnetic Bearings as of July, 1949, using the present curb line of Bedford Street as a base line with a bearing of North 26 degrees 12 minutes East and cutting across the properties on a calculated bearing and with horizontal measurements) South 32 degrees 12 minutes West 25 feet to an iron stake, thence leaving the southeast side of Polk Street and running with part of the third line of the said Louisa P. Buckey deed, South 55 degrees and 44 minutes East 45 feet to a locust stake, thence cutting across the whole lot as conveyed to Louisa P. Buckey and parallel to the present line of Polk Street, North 32 degrees 12 minutes East 25 feet to a locust stake standing on the first line of the aforementioned Louisa P. Buckey parcel of ground, thence with the remainder of the said first line, North 55 degrees 44 minutes West 45 feet to the beginning. Surveyed by Ralph E. Wilson Sr., August 4, 1949.

It being the same property which was conveyed unto Edna L. Sisk, by Emma L. Daughtrey widow by deed dated December 5, 1947, and recorded in Liber No. 225, folio 528, one of said Land

Also, all that lot or parcel of ground situated on the West side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a chiseled point in the sidewalk on the west side of Bedford Street, said point being the beginning of the parcel of ground conveyed by Henry T. Koener et ux to Albert C. Grant, by deed dated July 25, 1902, and recorded in Liber Ng. 90, folio 564, one of the Land Records of Allegany County, said point being also at the end of the first line of the parcel of ground conveyed by Robert W. Daughtrey et al to Edna L. Sisk by deed dated August, 1949, and intended to be recorded among said Land Records and running thence with the west side of Bedford Street (vernier readings reduced from magnetic bearings as of July, 1949, using the present curb line of Bedford Street, as a base line with a bearing of North 26 degrees 12 minutes East and with horizontal measurements) South 26 degrees 57 minutes West 1 foot to a chisel point and an iron stake, thence cutting across the said Grant property, North 55 degrees 5 minutes West 85-95/100 feet to an iron stake standing on the first line of the said Grant property, thence leaving the said first line of the said Grant property, South 55 degrees and 44 minutes West \$5-9/10 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Mary Grant Rawlings et vir, by deed dated August 18, 1949, and duly recorded among the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, its successors or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants here in on their part to be performed, then this mortgage shall

AND 1T IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally deman dable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort gage, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company Trustee under the Will of Thomas W. Koon, deceased, its successors and assigns, or George R. Hughes its, his or their duly constituted attorney or agent, are hereby authorized and empower ed at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit:

By giving at least twenty (20) days' notice of time, place, manner and termsof sale, in some ne wspaper published in Allegany County Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, ani acommission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising said sale shall be paid all expenses in curred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured ornot and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, tokeep insured by some insurance company or companie: acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgage land to the amount of at least Four Thousand Dollars (\$4,000.00) and tocause the policy or policies of insurance issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ortheir lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respec tive parties hereto.

WITNESS the hands and seals of said mortgagors.

WITNESS: Thomas L. Keech

(Seal) Edna L. Sisk

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Keith T. Sisk (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 1st day of Sept., 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edna L. Sisk and Keith T. Sisk, her husband, and each acknowledged the aforegoing Mortgage to be their act and deed; and also, personally appeared Charles A. Piper, President of The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, the withinnamed mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in likemamer, make oath that he is the President of The

Liberty Trust Company, Trustee under the Will of Thomas W.Koon, deceased, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

tarial Seal)

Geo. A. Siebert, Notary Public.

Minnie Levin et vir

Mortgage

To Filed and Recorded September 2" 1949 at 10:05 A.M.

The Comm ercial Savings Bank of Cumberland, Maryland.

Stamps \$3.85)

THIS MORTGAGE, Made this first day of September, in the year nineteen hundred and fortynine, by and between Minnie Levin and Benjamin Levin, her husband, of Allegany County/Maryland
of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly
incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Thirty Five Hundred (\$3,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$50.00 interest to be calculated monthly.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns the following property, to-wit: All that lot, piece or parcel of land lying and being on the Northerly side of Centre Street, in the City of Cumberland, in Allegany County, State of Maryland, being part of Lot No. 41 in Gephart's Addition to Cumberland, and described as follows:

Beginning for the outlines of the part hereby conveyed at a stake standing on the North side of Centre Street, being the original beginning of the whole lot, and being also at the corner of an alley now called Euclid Place, and running thence with said alley and the first line of said whole lot, North 262 degrees East 1092 feet to the end of the third line of the deed from Hattie E.Crawford to Allen J. Bender et ux dated Mayll, 1944, and recorded in Liber No. 199 folio 383, one of the Land Records of Allegany County, Maryland; then with said third line reversed and parallel with said Centre Street, 27 feet and 6 inches to a point on the third line of the deed from William C. Nehring et al to Leo J. Nehring dated February 5, 1926, and recorded in Liber No. 152, folio 488, one of said Land Records; then with said third line, South 262 degrees west 1092 feet to Centre Street; then with said Centre Street, 27 feet and 6 inches to the beginning.

Being the same property conveyed by Hattie E. Crawford, widow, to Minnie Levin by deed dated February 13, 1945, and recorded in Liber No. 203, folioll, one of the Land Records of Allegany County, Maryland. Reference to said deedishereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings
Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improve-

ments thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the firstpart heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Thirty Five Hundred (\$3,500.00) dollars and the interest thereon according to the true intentand meaning of the promisory note aforesaid as the same shall fall due and become payable.

-- and in the meantime do and shall perform all the covenants here in on their part to be performed then this mortgage shall be void.

AND ITIS AGREED that until default bemade in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case ofdefault being made in payment of the mortgage dobt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort gage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents arehereby declared to be made in trust, and the saidThe Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much the reof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made inmanner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland Maryland, which terms shall be at the discretion of party making said sale, and theproceeds arising from such sale to apply -- first: -- to the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default andno sale be made, one-half of said commissions shall be allowed and paid as costs by the mortgagors, their representatives. heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existance of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Thirty Five Hundred (\$3,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies for the in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS the hands and seals of saidmortgagors.

ATTEST: William C. Dudley

Minnie Levin (Seal) Benjamin Levin (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY That on this 1st day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Minnie Levin and Benjamin Levin, her husband, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, beforeme, also personally appeared George C.Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C.Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have here to set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Allen J. Mace et ux

Mortgage

To Filed and Recorded September 7" 1949 at 11:45 A.M.

The Commercial Savings Bank of Cumberland, Maryland

THIS MORTGAGE, Made this 6th day of September, in the year nineteen hundred and forty nine, by and between Allen J. Mace and Julia S. Mace, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland Maryland, a corp-

oration duly incorporated under the laws of Maryland of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Nine Hundred (\$900.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars, interest to be calculated monthly.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those lots, pieces or parcels of land lying and being in Allegany County, Maryland, known and distinguished as Lots Nos. 55 and 56 of Block No. 18 in Potomac Park Addition, situated on or near the River Road, (now called McMullen Boulevard), three miles westward of the City of Cumberland, as shown on the revised plat of said PotomacPark Addition filed on November 10, 1937, in Plat Case, Box 137, one of the Land Records of Allegany County, Maryland, and being the same two lots described and conveyed in the deed from Columbus A. Beeman et ux to Allen J. Mace et ux dated May 8, 1941 and recorded in Liber No. 191, folio 696, one of said Land Records,. Reference to said deed is hereby made for a/full and particular description of said lots, it being the intention of this instrument to convey all the property described in said deed.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings
Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belong-

ing or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shallpay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) dollars and the interest thereon according to the true intent and meaning of the promisory note aforesaid as the same shall fall due and become payable.

-- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime all taxes assessments and public liens levied on said property and onthe mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt afore said, or of the interest the reon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercia Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time there after, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: -- To the payment of all expenses incident to such sale including taxes, insurance premiums and a commission of eight per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether th same shall have then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existance of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) dollars, and to cause the policy or policies issued therefor to be soframed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants afores aid are to extend to and bind the severalheirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

Allen J.Mace (Seal)
Julia S. Mace (Seal)

William C Dudley

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 6th day of September, in the year ninteen hundred and

Mys let.

forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Allen J. Mace and Julia S. Mace, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the maid George C.Cook did further in like manner make oath that he is the Cashier and agent or attorney for said corporation and uly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written. (Notarial Seal)

William C. Dudley, Notary Public.

Monna T. Dever, et vir.

Chattel Mortgage.

Family Finance Corporation

Filed and Recorded September 8" 1949 at 8:30 A. M. Account No. 15701 - Actual Amount of this Loan \$200.00

Cumberland, Maryland, Sept. 7,1949. KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these

presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Two Hundred no/100 dollars (\$200.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$13.44 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

'A certain motor vehicle, complete with all attachments and equipment, now located at Rt. #3, in the City of Rawlings, County of Allegany, State of Maryland, to-wit: Make Model Year Engine No. Factory No. Chevrolet 1939 12 ton Tk. TB11570 14BD10-1172

'All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at Rt. #3, in the City of Rawlings, County of Allegany, Maryland,

1 table, 1 kitchen cabinet, 2 stove, 5 chairs, 3 beds, 1 victrola, 1 battery set radio. including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days! notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any Additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said

property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of. any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: D. A. Weisenmiller

Monna T. Dever (SEAL)

WITNESS: B. E. Bittner

(SEAL)

Burley P. Dever

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND - ALLEGANY, TO WIT:

I HERE BY CERTIFY that on this 7" day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Monna T. Dever and Burley P. Dever (her husband), the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Josephine Crawford

Chattel Mortgage.

To National Discount Corporation

Interest

nsurance

To Maker Acct. #81066

Total Loan

Service Charge

Recording Fees

Filed and Recorded September 8" 1949 at 8:30 A. M. (Cumberland Branch)

(Stamps \$1.10) THIS CHATTEL MORTGAGE, Made this 3rd day of September, 1949, by Josephine Crawford, Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation:

\$108.02 924.38 \$1157.28

WHERE AS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Eleven Hundred Fifty Seven and 28/00 Dollars, which said sum the said Mortgagor has agreed to repay in Twenty consecutive Mo. installments of Fifty-Five and 10/00 dollars, and one final installment of Fifty-Five and 28/00 dollars, all of which is evidenced by a promissory note of the said mort-

gagor written on the collateral form of note of the said mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said mortgagee, their assigns, the following property, together with equipment and accessories:

Body Type

Year Model

1946

Motor No.

P8LB 32667

Serial No.

4-Door Sedan IN TEstimony whereof, witness the hand and seal of the said Mortgagor.

Pontiac

Same

WITNESS: J. H. Snyder

Josephine Crawford 610 Ashland Avenue, Cumberland, Maryland.

STATE OF MARYLAND, CUMBERLAND, TO WIT:

I hereby certify, That on this 3rd day of September, in the year one thousand nine hundred and forty-nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Josephine Crawford, the Mortgagor named in the aforegoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law, that the consideration set forth in said mortgage is true and boma fide as herein set forth.

As witness my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Virgil O. Weber, et ux.

Mortgage.

Irving Millenson

Filed and Recorded September 8" 1949 at 8:50 A. M.

THIS MORTGAGE, made this 7th day of September, in the year Nineteen Hundred and Forty-Nine, by and between Virgil O. Weber and Violet A. Weber, his wife, of Allegany County in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHERE AS, the parties of the first part are justly indebted unto the party of the second part, in the full and just sum of \$3,000.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon, at the rate of 6% per annum, which is to be repaid in monthly instalments of \$30.00 each, and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of thesum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do here by give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated just northerly of Fayette Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a stake on the westerly side of a 14-foot street, said

stake also being South 50 degrees 12 minutes West 14 feet from the end of the first line of a deed to Leo B. Rice, et ux. from William A. Gunter, Trustee, dated August 19, 1935, which is recorded in Liber 173. Folio 318, one of the Land Records of Allegany County, Maryland, and running then South 50 degrees 12 minutee West 120.7 feet to the end of the second line of said Gunter deed, then with part of the third line of said deed South 41 degrees 17 minutes East 50 feet, then North 50 degrees 12 minutes East 120.7 feet to the weeterly side of said street. and then with said etreet North 41 degrees 17 minutes West 50 feet to the place of beginning.

IT being the same property which was conveyed by Leo B. Rice, et ux, to Virgil O. Weber, et ux, by deed dated July 8, 1949, and recorded in Deeds Liber 225, Folio 471, among the Land Records of Allegany County, Maryland.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the eaid party of the second part, his heirs, executors, administrators and aesigns, or Cobey, Carscaden and Gilchrist, its, his her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigne; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such eale to apply first to the payment of all expenses incident to euch sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, ae in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the

mortgagee may effect eaid insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Maxine Wilmot

Virgil O. Weber

Maxine Wilmot Violet Weber

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY, that on this 7th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Virgil O. Weber and Violet A. Weber, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., et al. Mortgage.

Filed and Recorded September 8" 1949 at 9:50 A. M.

Home Building and Loan Assoc. Incorporated.

THIS PURCHASE MONEY MORTGAGE, Made this 7th day of September in the year Nineteen Hundred and Forty-Nine, by and between The Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., now consisting of Ethel Henry, Norman Lamp and Ethel Thomas, Truetees; and Ethel Henry, unmarried, Norman Lamp and Nellie Lamp, his wife, John Bunner and Florena Bunner, his wife, and Ethel Thomas, as individuals, of Allegamy County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventeen Hundred Dollars, which saidsum the mortgagore agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum, in the manner following:

By thepayments of Twenty-Five Dollars, on or before the first day of each and every month from the date hereof, until the whole of eaid principal eum and interest shall be paid , which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one collar in

hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST PARCEL: All of that lot, piece, or parcel of land situated and being on the Easterly side of South Lee Street, in the City of Cumberland, Allegany County, State of Maryland, and being a part of Original Town Lot 46 which is particularly described as follows, to-wit:

EGINNING at a stake at the end of the first line of land conveyed by The Board of Trustees of the Bethany United Brethren Church to Frank D. Taylor and Edith M. Taylor, his wife, and recorded in Liber 202, Folio 471, among the Land Records of Allegany County, Maryland, and running thence with a part of the second line of said land South 77 deg. 45 min. East 47.6 feet to a stake, thence South 12 deg. 37 min. West 20 feet to a corner of the Church building, thence following the line of said building, South 77 deg. 22 min. West 5.85 feet to a corner of said building, thence South 12 deg. 37 min. West 8.0 feet to a corner of said building, thence with the southside of said building North 77 deg. 45 min. West 42.85 feet to a stake on the eastern line of Lee Street, thence with theeastern line of Lee Street, and a part of the first line of beforementioned land, North 12 deg. 37 min. East 31 feet to the point of beginning.

This being the same property which was conveyed by Frank D. Taylor and Edith M. Taylor, his wife, unto the Board of Trustees of Pentecostal Holiness Church of Cumberland, Maryland, now consisting of Ethel Henry, Norman Lamp and Ethel Thomas, by deed of even date and recorded simultaneously with the recordation of this mortgage herein, this being a Purchase Money mortgage.

SECOND PARCEL: A parcel of land fronting 8 feet on the Easterly side of South Lee Street adjacent to and on the north side of the first parcel described above, and particularly described as follows, to-wit:

EGINNING for the same at the end of 57 feet on the second line of the deed from Charles C. Cook and Martha A. Cook, his wife, to the Board of Trustees of Pentecostal Holiness Church of Cumberland, Maryland, dated January 29, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 220, Folio 327, and running thence to the end of said second line South 12 deg. 37 min. West 8 feet, thence with the third line of said deed North 77 deg. 45 minutes West 50-1/2 feet to South Lee Street and thence with South Lee Street and with part of the fourth line of said deed North 13 deg. 37 minutes East 8 feet and thence by a straight line South 77 deg. 45 minutes East 50-1/2 feet to the place of beginning.

This being a part of the same land which was conveyed by Charles G. Cook and Martha A. Cook, his wife, unto the Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., by deed dated January 29, 1948, and recorded among the Land Records of Allegamy County, Md., in Liber 220, Folio 327.

The above described two parcels of land are improved by a church building.

Ethel S. Henry, Norman Lamp and Nellie Lamp, his wife, Ethel Thomas, John Bunner and
Florena Bunner, his wife, execute this mortgage and the mortgage note personally and individually (in addition to the execution thereof by the said Trustees) in order to personally bind themselves to perform the obligations herein set forth.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein and do covenant that they will execute such further assurances as may be requisite.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs,
executors, administrators or assigns, do and shall pay to thesaid mortgagee, its successors
or assigns, the aforesaid indebtedness together with the interest thereon, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on saidproperty, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then theentire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary andto grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on thepremises described insured against loss by fire in at least the sum of Seventeen Hundred Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts forsuch payments within that time to the mortgagee: (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes. water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to p commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and

Attest

Joan B.

PERC

the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee. immediately mature the entire principal and interest hereby secured, and the mortgagee may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of theaforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

	THE BOARD OF TRUSTEES OF PENTECOSTA	L HOLINESS CHURCH
	by Ethel S. Henry	(SEAL)
as to all:	Norman Lamp	(SEAL)
- Ghost	Ethel Thomas	(SEAL)
THE REST SERVICE ASSESSMENT OF PARTY OF	Trustees of the Board of Trustees Pentecostal Holiness Church.	of
of the profession patterns and the same to-	Ethel S. Henry	(SEAL)
	Norman Lamp	(SEAL)
	Ethel Thomas	(SEAL)
Manager and State of the State	Florena Bunner	(SEAL)
. Nellie Lamp (SEAL) Individually	John Bunner Individuals	(SSAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY, That on this 7th day of September, in theyear nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared The Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., now consisting of Ethel Henry, Norman Lamp and Ethel Thomas, and Ethel Henry, unmarried, Norman Lamp and Nellie Lamp, his wife, Ethel Thomas, John Bunner and Florena Bunner, his wife, personally and individually, the said mortgagors herein, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid. (Notarial Seal)

A. Henry Gehauf, et ux.

Mortgage.

Filed and Recorded September 8" 1949 at 1:40 P. M. First National Bank of Cumberland, Md. (Stamps \$9.35)

THIS MORTGAGE, Made this 7" day of September, 1949, by and between A. Henry Gehauf and Edith M. Gehauf, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITHE SSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of sight Thousand Five Hundred (\$8,500.00) Bollars, payable one year after date with interest from date at the rate of five (5%) per cent per an num, payable quarterly.

NOW THERE FORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated between the new National Highway (Route No. 40), the Winchester Pike, and the Braddock Road, in the vicinity commonly known as the Six Mile House and more particularly described as follows, to-wit:

BUGINNING for the same at a point in the South side of the right-of-way of Houte U. S. 40 West of LaVale near the Braddock Run Bridge, as constructed in 1949, the said point being South 13 degrees 53 minutes West 36.67 feet from station 11 \$ 29.80 of the center line survey of the said highway as shown on State Roads Commission Plat No. 6264; thence with the said right-of-way bound North 76 degrees 07 minutes West 105.2 feet to a point; thence South 13 degrees 53 minutes West 33.33 feet to a point; thence North 76 degrees 07 minutes West 108 feet to a point; thence North 13 degrees 53 minutes East 33.33 feet to a point; thence North 76 degrees 07 minutes West 336.2 feet to a point; thence leaving the said highway bound South 69 degrees 04 minutes West 23.9 feet to a point; thence South 38 degrees 34 minutes West 25.5 feet to a point; thence South 7 degrees 38 minutes East 19.2 feet to a point; thence South 28 degrees 38 minutes East 17.95 feet to a point in the northeast side of the right-of-way of Braddock Road; thence with the said right-of-way bound South 44 degrees 31 minutes East 159 feet to a point; thence South 48 degrees 51 minutes East 32.85 feet to a point; thence South 62 degrees 34 minutes East 338.8 feet to a point; thence leaving the said right-of-way bound North 29 degrees 20 minutes East 185.19 feet to a twin oak tree blazed with six notches; thence continuing North 29 degrees 20 minutes East 70.21 feet to the beginning.

It being the same property conveyed to the said A. Henry Gehauf and Edith M. Gehauf. his wife, by George L. Longerbeam, unmarried, et al, by deed dated October 9, 1948, recorded in Liber 223, Folio 42, one of the Land Records of Allegany County, Maryland, and by a Confirmatory Deed of the said George L. Longerbeam, et al, to the said 1. Henry Gehauf and Edith M. Gehauf, his wife, dated the 29th day of August, 1949, and to be recorded among the Land Records of Allegany County, Maryland.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Five Hundred (\$8,500,00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable. the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be here by secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the saidparty of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the am ount of at least Eight Thousand Five Hundred (\$8,500.00) dollars, and to ause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to theextent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

A. Henry Gehauf

H. C. Landis

Edith M. Gehauf

STATE OF MARYLAND, ALLEGANY COUNTY. TO WIT:

I HERE BY CERTIFY, That on this 7" day of September, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared A. Henry Gehauf and Edith M. Gehauf, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

John W. Andrews

Filed and Recorded September 8" 1949 at 2:00 P. M. Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, made this eighth day of September, in the year nineteen hundred and forty-nine, by and between John W. Andrews, widower, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and thefeminine as well as the masculine, as thecomtext may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said John W. Andrews, widower, stand indebted unto the said The Liberty Trust Company in the just amd full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31. June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THERE FORE, in consideration of the premises, and of the sum of One Dollar. and in order to secure the prompt payment of the said indebtedness at the maturity thereof. together with the interest thereon, the said John W. Andrews, widower, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of land lying on the South side of Walnut street in "Hook's Addition to the Town of Cumberland", designated and known on the plat of said addition as Lot No. 29, fronting fifty feet on Walnut Street and bounded on the West aide by an alley running back one hundred fifty feet to the South line of Hook's Addition to the Town of Cumberland, then with said line reversed, South 57-1/4 degrees East about 51 feet to the Southwest corner of Lot No. 28 of Hook's Addition, thence parallel with the alley aforesaid

about 153 feet to Walnut Street and with said Street to the beginning.

It being the same property which was conveyed to John W. Andrews and Agnes M. Andrews, his wife, as tenants by the entireties, by deed of George Schafer, et al., dated October 24, 1921, and recorded among the Land Mecords of Allegany County in Liber No. 139, folio 486. The said Agnes M. Andrews having since departed this life, thus vesting the title in and to the above described property unto her husband, John W. Andrews, as the survivor.

TOTETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage therents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then theentire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property heraby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the exstence of this mortgage, to keep insured by some insurance company or companies acceptable to
the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to

the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

John W. Andrews

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HERE BY CERTIFY, that on this 8th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John W. Andrews, widower, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thomas J. McNamee, Notary Public;

¢¢¢¢¢¢¢¢¢¢¢¢**¢¢**

Paul Joseph Hartman, et ux.

Mortgage.

To

Filed and Recorded September 8" 1949 at 2:00 P. M.

Liberty Trust Company of Cumberland, Md.

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.CA. 694 (a)). Acceptable to RFC Mortgage Co.

MARY LAND Mortgage

THIS MORTGAGE, made this 7th day of September, A. D. 1949, by and between Paul Joseph Hartman and Ruth Katherine Hartman, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Six Thousand Dollars (\$6,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as theholder hereof may designate in writing delivered

Parcel and Mailed Defrected M. 1.

or mailed to the mortgagor, in monthly installments of Forty-Four and 40/100 Dollars (\$44.40) commencing on the first day of October, 1949, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1964. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to themaking 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 here by acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that certain lot or parcel of ground situated on the northwestern side of Goethe Street, in the City of Cumberland, Allegany County, Maryland, comprising the whole of Lot No. 7, and a part of Lots Nos. 6 and 8 of Henderson and Pearre's Addition to Cumberland, and more particularly described as follows:

Addition, said point being also North 29 degrees 35 minutes East 153 feet from the north-easterly corner of the brick house known as the Darnell House, and running thence with Goethe Street, North 29 degrees 35 minutes East 50.5 feet to a point at the end of 20-1/2 feet on the first line of Lot No. 8 of aforesaid Addition, thence at right angles to said street, North 60 degrees 25 minutes West 100 feet, thence South 29 degrees 35 minutes West 50.5 feet to the end of 5 feet on the third line of Lot No. 6 of aforesaid Addition, thence crossing Lot No. 6, South 60 degrees 25 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said mortgagors by John Henry Stitcher et ux, by deed dated September, 1949, and duly recorded among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Mondy Mortgage.

TOWNTHER WITH all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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 principal 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 mortgagor, but in the event of default in the payment of any installment of principal 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 mort-gage, then the Mortgagee may exercise 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 right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

- 1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:
- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month to be applied to the following items in the order stated:
 - (I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the mortgage debt secured hereby; and
 - (III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents taxes, assessments or insurance premiums, as the case may be, such excess shall be credited or subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued

and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof, secured here by.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made here-inbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt here by secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the durchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgage shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be

secured shall become due and demandable; and it shall be lawful for thesaid Mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of said mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured here by; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortga; or here by covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers here by granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its saidAttorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgager(s) on the day and year first

WITNESS: Thomas L. Keech

Paul Joseph Hartman (SEAL)

Thomas L. Keech

Ruth Katherine Hartman (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this seventh day of September, 1949, before me, the

subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul Joseph Hartman and Ruth Katherine Hartman, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Thos. J. McNamee, Notary Public.

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Margaret K. Rotruck, et al.

Chattel Mortgage.

To Filed and Recorded September 9" 1949 at 8:30 A. M Family Finance Corporation Account No. 15712 - Actual amount of this Loan \$250.00.

Cumberland, Maryland, September 8" 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is here by acknowledged by mortgagors in the sum of Two Hundred Fifty no/100 dollars (\$250.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$16.80 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

'A certain motor vehicle complete with all attachments and equipment, now located at -in the City -- County of -- State of Maryland, to wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 10 Market St., in the City of Cumberland, County of Allegany, Maryland;

1 heavy red rug, 1 arm brown chair, 1 3-way lamp, 1 sofa bed, 2 end tables walnut, 1 heavy blue rug, 4 chairs, 1 table oak, 1 ice box green, 1 gas stove Preference, 1 high chair, 1 metal bed, 1 maple bed, 1 walnut dresser.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except-None.

PROVIDED, NE VERTHELESS, that if the Mortgagors shall well and truly pay unto the

said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to theterms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that ifthe mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgages, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder there for, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed au tioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the Mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

Donald R. Beynon, et ux.

Chattel Mortgage

Filed and Recorded September 10" 1949 at 8:30 A.M.

Second National Bank of Meyeredale, Pa. (Stamps \$1.65)

THIS CHATTEL MORTGAGE, made this 31" day of August, 1949, by and between Donald R. Beynon and Josephine D. Beynon, his wife, of Allegheny County, Marland, parties of the first part, and The Second National Bank of Meyersdale, Pennsylvania, a corporation of the United States of America, party of the second part.

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of Seventeen Hundred Fifty Eight Dollars (\$1758.00), as is evidenced by their certain joint and several promissory note bearing even date herewith and payable to the order of the said party of the second part in twenty-nine monthly installments of sixty dollars each and one payment of eighteen dollars, the first of said payments bed ng due and payable on the twenty-second day of September, 1949, and thereafter on the twenty-eecond of each and every month until the principal amount and all interest thereon shall have been paid in full, interest on said principal amount or any unpaid portion thereof to be at the rate of six per cent per annum; to secure the payment of which these

NOW THERE FORE, this Chattel Mortgage Witnesseth that, in consideration of the premises and of the sum of one dollar, the said parties of the first part do hereby burgain and sell unto the said party of the second part, its successors and assigns, all of the following personal property now located in Allegheny County, Cumberland, Maryland, to-wit:-

1 Norge Electric Refrigerator Chassis Serial No. H669361

Cabinet Serial No. A665238

1 1949 Chevrolet Styleline 2-Door Sedan - Motor No. GAM 312152 - Manufacturer's No. 14GK-H-68892

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, forever.

PROVIDED, however, that if the said parties of the first part or anyone on their behalf, shall well and truly pay the said promissory note according to its tenor and effect, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said parties of the first part shall possess the property hereby mortgaged and shall be permitted to use the same in the usual manner.

And it is further agreed that in default of any payment either principal or interest as aforesaid, or if the said parties of the first part shall attempt to sell or remove the said property above mentioned and conveyed, or any part thereof, without notice to the said party of the second part and without its assent to euch sale or removal expressed in writing, then it shall be lawful for the said party of the second part, its successors or assigns, or ite attorney, to sell the above mortgaged property in the following manner, that is to say: after giving at least ten days! notice of the time, place, manner and terms of sale in some newspaper published in Allegheny County, Md., and by hand bills posted in at least five places in the election district in which said property ie to be sold, the same may be offered for sale at public auction, for cash, on the premises or elsewhere, to the highest bidder, the proceeds of said sale to be applied, first, to the payment of all expenses connected therewith, including taxes, insurance premiums, if any, and a commission of ten per cent to the party eelling or making said sale, and if the property be advertised for sale because of default and no sale be made, one-half of eaid commissions and all other expenses incurred shall be allowed and paid as osts by the mortgagors, their representatives, heirs or assigns; secondly to the payment of all owing under this mortgage, whether the same shall have matured or not; and as to the

balance, to pay it over to the parties of the first part, their heirs and assigne. And it is agreed that the powers, stipulatione and covenants aforesaid are to extend to and bind the eeveral heirs, executors, administrators, successors and assigns of

the respective parties hereto.

WITNESS the hande and seals of the said mortgagors.

Attest:

Donald R. Beynon

R. H. Bowman

Josephine D. Beynon

(SEAL)

STATE OF PENNSYLVANIA, SOMERSET COUNTY, TO WIT:

I Have BY CERTIFY that on this 31st day of August, 1949, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Somerset County aforeeaid, personally appeared Donald R. Beynon and Josephine D. Beynon, his wife, and acknowledged the aforegoing mortgage to be their act. And, at thesame time, before me, also personally appeared R. H. Bowman, Cashier of The Second National Bank of Meyeredale, Pennsylvania, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the attorney and agent of the said mortgagee andis authorized to make this affidavit. (Notarial Seal) Bertha R. Stein, Notary Public.

My Commission Expires January 27, 1953.

John William Lewis, et ux.

Mortgage.

Filed and Recorded September 10" 1949 at 11:00 A. M. Fidelity Savings Bank of Frostburg, Md.

THIS MORTGAGE, made this 9th day of September, in the year Nineteen Hundred and Forty-Nine, by and between John William Lewis and Sylvia Edith Lewis, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well ae the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNE SSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in thefull eum of Three Thousand Dollars (\$3,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty-six and 02/100 dollars (\$36.02) commencing on the 9th day of October, 1949 and on the 9th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, enall be due and payable on the 9th day of September, 1958. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHERE AS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity

thereof, together with the interest thereon, the said John William Lewis and Sylvia Edith Lewis his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PART of Lot NumberThree (3) in Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, and which is more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of Lot No. 2 of said Block No. 24, on Main Street, (now Bowery Street) in said Town of Frostburg, and with the South side of said Street, South 36 degrees West 32 feet; thence South 54 degrees East 150 feet to an alley; and with said alley North 36 degrees East 32 feet to said Lot No. 2; thence by a straight line to the beginning.

BEING THE SAME property which was conveyed to the said John William Lewis and Sylvia Edith Lewis, his wife, by deed from William Byrnes, single, dated September 27, 1948, and recorded in Liber No. 222, Folio 428, one of the Land Records of Allegany County, Maryland.

TOCE THER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the afcresaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor here by covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in the manner to llowing, to-wit: By givingat least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the approvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forth—with in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax releipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt here by secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a received to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended here by to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing coverants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's

Readjustment Act, as amended, such Act and regulations issued thereunder and in effect on the date here of shall govern the rights, duties and liabilities of theparties here to, and any provisions of this orother instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

John William Lewis

(SEAL)

Attest: Rachel Knieriem
Rachel Knieriem

Sylvia Edith Lewis

· (SEAL)

thereof, together with the interest thereon, the said John William Lewis and Sylvia Edith Lewis his wife, do here by give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PART of Lot NumberThree (3) in Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, and which is more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of Lot No. 2 of said Block No. 24, on Main Street, (now Bowery Street) in said Town of Frostburg, and with the South side of said Street, South 36 degrees West 32 feet; thence South 54 degrees East 150 feet to an alley; and with said alley North 36 degrees East 32 feet to said Lot No. 2; thence by a straight line to the beginning.

EING THE SAME property which was conveyed to the said John William Lewis and Sylvia Edith Lewis, his wife, by deed from William Byrnes, single, dated September 27, 1948, and recorded in Liber No. 222, Folio 428, one of the Land Records of Allegany County, Maryland.

TOETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt here by secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature theéntire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receive to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended here by to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and regulations issued thereunder and in effect on the date here of shall govern the rights, duties and liabilities of theparties hereto, and any provisions of this orother instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

John William Lewis

(SEAL)

Rachel Knieriem

Attest: Rachel Knieriem

Sylvia Edith Lewis

· (SEAL)

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I HEREBY CERTIFY, That on this 9th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John William Lewis and Sylvia Edith Lewis, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Maude McFarland

Chattel Mortgage.

To

Filed and Recorded September 10" 1949 at 8:30 a.M.

Industrial Loan Society, Inc.

THIS CHATTEL MORTGAGE, Made this 8th day of September, 1949, by Maude McFarland, (Mrs.) of the city/county of Cumberland, Md., State of Maryland, hereinafter called "Mortgagor", to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee".

WITNESETH: That for and in consideration of the sum of One Hundred Fifty Dollars (\$150.00) theactual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at 47 N. Mechanic St., (Street Address) (City)

Living room - 1 chair, occassional; 1 Living room suite, 3-pc.; 1 table, wal. coffee; 2 floor lamp, 1 Victrola; 2 occassional tables; 2 straight chairs; 4 wal. wardrobes.

Dining room - 1 buffet, oak; 3 chairs, oak; 1 table, oak; 1 library table;
2 rug, linoleum; 1 6-pc. din. R. Set, wal.; 2 wal. library table;
1 red tap. studio couch; 1 metal smoker; 1 wal. occassional table.
1 wal. end table.

Kitchen - - - 1 stove, Paragon -gas; 1 Refrigerator, G. E.; 1 wal. library tab.;
3 floor lamps;

Bed room - - 1 bed, metal; 3 bed, metal; 3 wal-dressers; 1 dresser, oak; 1 dressing table, oak; 1 3-pc. bedroom suite; 1 fiber wardrobe, 1 brussel rug, 1 red rocker, 1 cak wardrobe, 1 wal. wardrobe,

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in -- Maryland, that is to say: ----

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$150.00 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 14 successive monthly instalments of \$12.56 each, including interest at the rate of 3% per month on the unpaid balances, the first of which instalments shall be payable on the 8th day of Uctober, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 8th day of Uecember, 1949, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof, may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor, at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time andthe place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly en gaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgager resides, or in the City or County in which Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Albert C. Brant, Jr. Mrs. Maude McFarland (SEAL)

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STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HERE BY CERTIFY that on this 8th day of September, 1949, before me, the subscriber. a Notary Public on the State of Maryland, in and for the city/county aforesaid, personally appeared Maude McFarland, (Mrs.) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be her act. And, at the same time, before me also personally appeared Elmer I. Pearson, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Vernice L. Hopwood, Notary Public.

Western Maryland Investment Company

Release of Mortgage.

Filed and Recorded September 13" 1949 at 10:20 A.M.

James Whitacre, et ux.

Release of Corporation Mortgage.

THIS RELEASE, Made this 2nd day of September, 1949, by The Western Maryland Investment Company, a duly incorporated body under the Laws of the State of Maryland.

WITNESSETH, That whereas all the covenants of the hereinafter described Mortgages have been performed and the whole sum of money and interest secured thereby has been paid, the said body corporate doth grant and release unto James Whitacre and Helen Whitacre, his wife, their heirs and assigns, all that lot of ground and premises described in two mortgages from James Whitacre and Helen Whitacre, his wife, and James Whitacre (Widower), to the said body corporate, dated (December 16, 1925, recorded in the Mortgage Records of Allegany County, Maryland, (Liber L.L.S. No. 99, Folio 680, free and clear from the operation of said

AS WITNESS, the corporate seal of said body corporate, and the signature of W. Williamson MacDonald, the vice-president thereof.

Signed, sealed and delivered in the presence of:

THE WESTERN MARYLAND INVESTMENT COMPANY.

Thomas F. Baublitz,

(Corporate Seal)

By W. Williamson MacDonald.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HERE BY CERTIFY, that on this 2nd day of September, 1949, before me, the subscriber, a Notary Public of said State, in and for the City of Baltimore aforesaid, personally appeared W. Williamson MacDonald, vice-president of The Western Maryland Investment Company, and acknowledged the said Deed of Release to be the act of said body corporate.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Thomas F. Baublitz, Notary Public.

Mary F. Stafford, et vir.

Family Finance Corporation

Chattel Mortgage.

Filed and Recorded September 13" 1949 at 8:30 A. M.

Account No. 15737 - Actual amount of this Loan \$260.00 Cumberland, Maryland, September 12" 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell andconvey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Two Hundred Sixty no/100 dollars (\$260.00) as evidenced by a certain promissory note of even date, payable in 11 successive monthly instalments of \$26.12 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest which instalment is due andowing twelve months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Locust Grove in the City of Cumberland, County of Allegany, State of Maryland, to wit: Factory No. Weight Other Identica-

Year Model Make Philco Radio 30029337 D836485 2-Dr. 1938 Dodge Dodge Heater

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at Locust Grove, in the City of Cumberland, County of Allegany, Maryland:

1 Musiton record player, 1 Clarion table model radio, 1 table lamp, 1 library table, 1 kitchen cabinet, 4 chairs, 1 table Chrome, 1 maple bed, 2 stoves, Kerosene, 1 baby bed, 1 day bed, 1 maple dresser.

including all cooking and washing utensils, pictures, fitting, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property. and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediatey become due and payable at the option of Mortgagee, its successor

possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: Edith M. Twigg

Mary M. Armentrout

Witness: C. L. Coughenour

John H. Armentrout

Schedule "A"

Certain chattels, including all household goods, now located at the address of the mortgagors indicated above, to wit:

Living room - 2 chair, occ., 3-pc. living room suite, maple; 1 radio, Westinghouse, 2 Rugs 9 x 12; 1 table, coffee; 2 end table_.

Dining room - 1 buffet, maple; 4 chairs, maple; 1 china closet, maple; 1 table, maple;

Kitchen - - 4 chairs, Black & white; 1 deep freezer; 1 refrigerator, Westinghouse; 1 sewing machine, Singler, 1 stove, gas; 1 table, Black & White; 1 washing machine, Westinghouse.

Bed rooms - - 2 bed, walnut; 2 bed, maple; 3 chest of drawers, walnut; 1 dresser, maple; 1 dressing table, walnut.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, uten sils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagor or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession. STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HERE BY CERTIFY that on this 12th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in andfor the city/county aforesaid, personally appeared Mary M. Armentrout and John H. Armentrout (her husband) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time before me also personally appeared C. L. Coughenour, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

Witness my hand and Notarial Seal. Edith M. Twigg, Notary Public. (Notarial Seal)

Cumberland, Md.

For value received the Personal Pinance Company of Cumber land hereby releases the aforegoing Chattel Mortage Witness the signature of the Manager of the and Company with its corporate seal attached this March . 19 60 PERSONAL KINANCE COMPANY

Wilbert D. Hardy, et ux.

Mortgage.

Filed and Recorded September 13" 1949 at 10:30 A. M. Liberty Trust Company of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 9th day of September in the year nineteen hundred and forty-nine, by and between Wilbert D. Hardy and Anita R. Hardy, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Wilbert D. Hardy and Anita R. Hardy, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Nine Hundred (\$900.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THERE FORE, in consideration of the premises, and of the sum of One Pollar, and in order to secure the prompt payment of the saidindebtedness at the maturity thereof, together with the interest thereon, the said Wilbert D. Hardy and Anita R. Hardy, his wife, does here by bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being along the southerly side of Sylvan Avenue, in the City of Cumberland, in Allegany County, State of Maryland, and being part of Lot No. 12, Block H, of the Cumberland Improvement Company's Northern Addition, recorded in Liber 85, Folio 339, one of the Land Records of Allegany County, Maryland, and which said part of Lot No. 12, Block H, is described as follows, to-wit:

Beginning for thesame at the beginning of the whole Lot No. 12, it being distant 100 feet measured along the southerly side of Sylvan Avenue in a Westerly direction from its intersection with the westerly side of Holland Street, and running thence with the southerly side of said Sylvan Avenue, North 68 degrees 45 minutes West 27 feet, thence crossing the whole Lot No. 12, at right angles to Sylvan Avenue, South 21 degrees 15 minutes West 140 feet to the northerly side of a sixteen foot alley, thence with the northerly side of said alley, South 68 degrees 45 minutes East 27 feet to the division line between Lots Nos. 11 and 12, Block H of aforesaid Addition, thence with said division line, North 21 degrees 15 minutes East 140 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John J. Grimm, et ux, by deed dated September 20, 1929, and recorded in Liber 161, Folio 500, one of the Land records of Allegany County, Maryland.

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

TO HAVE AND TO HOLD the said above described property unto the said mortgagee. its successors and assigns, in fee simple forever.

PROVIDED, that if thesaid mortgagor, his heirs, execut assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) dollars, together with theinterest thereon, when and as the same becomes due and payable, and in the meantime does and sall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable: and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Wilbert D. Hardy

(SEAL) Anita R. Hardy

(SE AL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

Thomas L. Keech

I HERE BY CERTIFY, that on this 9th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

county aforesaid, personally appeared Wilbert D. Hardy and Anita R. Hardy, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have here to set my hand and affixed my notarial seal the day and year above written.

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Thos. J. McNamee, Notary Public.

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Leroy Miller, et ux.

Filed and Recorded September 13" 1949 at 10:30 A. M. Liberty Trust Company of Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, made this tenth day of September, in the year nineteen hundred and forty-nine, by and between Leroy Miller and Elsie M. Miller, his wife, of Allegany County. Maryland. of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages. WITNESSETH:

Whereas, the said Leroy Miller and Elsie M. Miller, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW THERE FORE, in consideration of the premises, and of the sum of One Dollar. and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, the said Leroy Miller and Elsie M. Miller, his wife, does here by bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

'All that lot or parcel of ground situate and lying on the northerly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland, being part of the "Gerdeman Lot", which is more particularly described as follows:

BEGINNING on the northerly side of North Mechanic Street in said City of the first line of the lot of ground conveyed by the Real Estate and Building Company of Cumberland, Maryland, to Samuel Shinholts, by deed dated January 13, 1891, and recorded in Liber No.74, Folio 121, one of the Land Records of Allegany County, andrunning thence with said Street, North 51-1/2 degrees West 25 feet; then North 38-1/2 degrees East 60 feet; thence

South 51-1/2 degrees East 25 fset; thence South 38-1/2 degrees West 60 feet to the beginning. IT being the eams property which was conveyed unto Leroy Miller by Charles E. Whitacre et al. by deed dated August --, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Aleo, all that parcel of real estate located on Race Street, in the City of Cumberland, conveyed to Laura V. Griffin by Jennie M. Allen, by deed dated March 5, 1923, and recorded in Liber 142, Folio 516, one of the Land Recorde of Allegany County, aforeeaid, said whole lot having a frontage of 39 feet on Race Street, excepting, however, so much of the same as was heretofore conveyed away by the said Laura V. Griffin to Patrick F. King, et ux, by deed dated March 28, 1923, recorded in Liber No. 142, Folio 662, one of the Land Records aforesaid; the portion of said property now having a frontage on Race Street of 19-1/2 feet, is improved by a one-half double frame dwelling house, containing eix rooms and bath, and known as No. 3 Race Street.

IT being the same property which was conveyed unto Leroy Miller by Richard F. McMullen and William A. Gunter, Trustees, by deed dated January 7, 1938, and recorded in Liber 179, Folio 602, one of the Land Records of said Allegany County.

Also, all that lot or parcel of land eituated on the West eide of Race Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of the "Third Lot", in the Cumberland Improvement and Investment Company'e Southern Addition to Cumberland, and particularly described as follows. to-wit:

BEGINNING for the same on the West side of Race Street at a point distant South 15 degrees and 30 minutes West 81 feet from the intersection of the South side of the Oldtown Road with the West eide of Race Street, and running thence North 69 degrees 50 minutes West 99-1/10 feet to the East eide of Wendell Alley, then with said side of said Alley, North 20 degrees 10 minutee East 18 feet approximately, then South 69 degrees 50 minutee East approximatsly 99-1/10 feet, eaid line being extended through the center of the partition wall between houses No. 3 and No. 5 Race Street to the West side of Race Street, thence South 15 degrees 30 minutee West 19-1/2 feet approximately to the place of beginning. Said parcel of ground being known as No. 5 Race Street and to consist of one-half of frame dwelling situated on eaid

It being the same property which was conveyed unto the said Leroy Miller by Patrick F. King and wife, by deed dated August 19, 1938, and recorded in Liber 181, Folio 342, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the righte, roads, ways, waters, privilegee and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, ite successors and assigns, in fas simple, forever.

PROVIDED that if the eaid mortgagor, hie heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or aeeigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, accessments and public liens levied on said property, and on the mortgage debt and interest here by

intended to be escured, the eaid mortgagor hereby covenante to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rente and profits of said property are here by assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver fortheproperty described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be here by secured shall at once become due and payable, and these precents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are here by authorized and empowered at any time thereafter to sell the property here by mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heire or assigns; which sale shall be made in manner, following, to wit: By giving at least twenty days! notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiume of insurance paid by the mortgagee, and a commission of eight per cent. to theparty eelling or making said sale, and in case said property ie advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission: secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to thebalance, to pay it over to the said mortgagor, his heirs, personal representatives or assigne.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigne, the improvements on the here by mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policiee issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its euccessors or assigns, to the extent of ite or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said incurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executore, administrators, euccessors or assigns of the will the to you to direct white of only income has neverth respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Leroy Miller (SdaL)

Eleie M. Miller

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Attest:

Thomas L. Keech

I HERE BY CERTIFY, that on this 10th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforeeaid, personally appeared Leroy Miller and Elsie M. Miller, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president and agent or attorney for said corporation

and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. Mc Namee, Notary Public .

Chattel Mortgage.

Filed and Recorded September 13" 1949 at 10:50 A.M.

Harry H. Green, et ux.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 22nd day of August, 1949, by and between Joseph C. Green, party of the first part, and Harry H. Green and Rosella Green, his wife, parties of the second part, all of Mount Savage, Allegany County, State of Maryland, WITNESSETH:

WHEREAS, the parties of the second part have loaned unto the said party of the first part the sum of Fifteen Hundred Dollars (\$1,500.00) and as evidence thereof has taken the promissory note of the party of the first part of even date and tenor herewith for the said amount, together with interest thereon at the rate of six per cent per annum, payable semiannually, said note being payable to the order of the parties of the second part one year after date, and

WHEREAS, these presents are executed for the purpose of securing the payment of the said promissory note according to its tenor.

NOW, THERE FORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the aforesaid indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does here by bargain and sell, grant and assign to the said parties of the second part, their personal representatives and assigns, all and singular the equipment, fixtures, stock of goods and other personal effects of any kind and character used in and connected with the business of the operation of a gasoline and service station in the Town of Mount Savage, Allegany County, Maryland, said business being located on the corner of Columbia and Main Streets in said Village and known as "Stowell's Service Station"; and also all the stock-in-trade, trade fixtures and personal effects which shall, or may at any time or times hereafter, during the continuance of this security, be brought into the said store or shop, or be appropriated to the use of said business, either in addition to, or substitution for, the said stock-in-trade, trade fixtures and effects now being thereon or belonging thereto.

TO HAVE AND TO HOLD the above mentioned property unto the said parties of the second part, their personal representatives and assigns, forever.

PROVIDED, however, that if the said party of the first part, or any one on his behalf, shall well and truly pay the said promissory note according to its te mortgage shall be void.

And the said party of the first part covenants and agrees that the said parties of the second part, in case default shall be made in the payment of the promissory note as aforesaid, or if he shall attempt to sell or remove (save as hereinafter mentioned) the said property above mortgaged, or any part thereof, without notice to the said parties of the second part,

and without their assent to such sale or removal expressed in writing, then it shall be lawful for the said parties of the second part to enter the said building, and any other place or places where the said goods or chattels may be or may be found, and to take and carry away the said property hereby mortgaged, and to sell the same at public auction for the best price obtainable, and out of the money arising therefrom, to take the amount of the promissory note, with the interest thereon, and all lawful charges attending the sale, and the surplus, if any, to be paid to the said party of the first part, his personal representatives and assigns.

And it is here by agreed that, until default is made in any of the covenants and conditions of this mortgage, the said party of thefirst part may remain in possession of the whole of the above mortgaged property, and shall be allowed to sell in the regular course of business, at retail such articles of merchandise as customers may desire to buy; and the said party of the first part covenants to keep the above mortgaged property insured in some reliable company meanwhile at his own expense, to at least the amount of thesaid promissory note, saidpolicy of insurance to be so endorsed or assigned that in case of any loss the amount thereof shall inure to the benefit of the mortgagee to the extent of their existing interest in said mortgaged property.

This is a purchase money mortgage, being given to secure the purchase price of the property herein mentioned and described, said property having been conveyed to the party of the first part by Bill of Sale of Howard G. Blank and others dated July 26, 1949.

WITNESS the hand and seal of the party of the first part the day and year above written.

WITNESS: Mary T. Reagan

Joseph C. Green (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY that on this 22nd day of August, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph C. Green and acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Harry H. Green, one of the within named mortgagees, andmade oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

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(Notarial Seal)

Mary T. Reagan, Notary Public.

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Carl R. Sherman, et ux.

To Filed and Recorded September 13, 1949 at 11:30 A.M.

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Irving Millenson MORTGAGE.

THIS PURCHASE MONEY, Made this8th day of September, in the year Nin and Forty-Nine, by and between Carl R. Sherman and Adeline J. Sherman, his wife, of Allegany County, in the State of Maryland, parties of thefirst part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the

second part in the full and just sum of \$1,000.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$20.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay. in addition to theaforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

And whereas this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do here by give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs, and assigns, the following property, to-wit:

ALL that lot or parcel of land in the Village of Mount Savage, in Allegany County, Maryland, which is described as follows:

BEGINNING at a corner of the road from which the Northwest corner of the old stone house lies South fifty-seven degrees thirty minutes East eighty-two feet, and running with the road, South seventy-four degrees thirty-five minutes West sixty feet to a stake on the side of the road; thence South fifteen degrees twenty-five minutes East two hundred twelve feet more or less to the right-of-way of the Cumberland and Pennsylvania Railroad; thence with said rightof-way, North seventy-four degrees East sixty feet more or less to intersect a line drawn South fifteen degrees twenty-five minutes East from the beginning; thence reversing said line, North fifteen degrees twenty-five minutes West two hundred eleven feet, more of less to the beginning.

IT being the same property which was conveyed by Shirley A. Higgs, et ux, to Carl R. Sherman, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOOE THER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of One Thousand Dollars (\$1,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold andpossess the aforesaid/property, upon paying in the meantime, all taxes, assessmente and public liens levied on saidpro perty, all which taxes, mortgage debt and interest thereon, the eaid parties of thefirst part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and

the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys of agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand (\$1,000.00) dollars and to cause thepolicy or policies issued therefor to be so framed or endersed, as in case of fire, or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Witness: Ruth E. O'Donnell

Carl R. Sherman (SEAL)

Ruth E. O'Donnell Adeline J. Sherman (SEAL) the time following their polyments are and

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY, That on this 8th day of September, in the year nimeteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl R. Sherman and Adeline J. Sherman, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as the rein set forth.

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Witness my hand and Notarial Seal the day and year aforesaid. Ruth E. O'Donnell, Notary Public. (Notarial Seal)

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Pasquale Parise

Mortgage.

To Filed and Recorded September 15" 1949 at 9:50 A.M. Fidelity Savings Bank of Frostburg, Md. (Stamps \$3.30)

THIS MORTGAGE, Made this 14th day of September, in the year Nineteen Hundred and Forty Nine, by and between Pasquale Parise, unmarried, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity
Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum
of Three Thousand Dollars (\$3,000.00) with interest at the rate of Six per centum (6%) per
annum, for which amount the said mortgagor has signed and delivered to the mortgagee a
certain promissory note bearing even date herewith and payable in monthly installments of
thirty and 00/100 Dollars (\$30.00) commencing on the 14th day of october, 1949, and on the
14th day of each month thereafter until the principal and interest are fully paid, except
that the final payment of principal and interest, if not sooner paid, shall be due and payable
on the 14th day of September, 1961, Privilege is reserved to prepay at any time, without
premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THERE FORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Pasquale Parise does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT certain lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and described as follows:

EGINNING at a peg at the end of the first line of Lot Number Thirty-Seven on the South side of Union Street, and running thence with said street, South 58 degrees East 24 feet and 3 inches; thence South 32 degrees West 167 feet to Mechanic Street; and with said Street North 58 degrees West 26 feet and 6 inches to the end of the second line of said Lot No. 37; and with said line reversed, North 322 degrees East 167 feet and 2 inches to the beginning.

BEING THE SAME property which was conveyed to Thomas Parise, Bert Parise, and the said Pasquale Parise, by deed from Theodore J. Zimmerman and Amelia M. Zimmerman, his wife, dated August 25, 1942, and recorded in Liber No. 194, folio 206, among the Land Records of Allegany County, Maryland.

THE INTEREST of the said Bert Parise and Alecia T. Parise, his wife, and Thomas Parise, unmarried, in and to said property was conveyed to the said Pasquale Parise by deed from said parties dated April 18, 1944, and recorded in Liber No. 199, Folio 515, among said Land Records. Special reference to which deeds is hereby made for a further description of said property.

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

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are here by authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saleshall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not: and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ortheir lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable, and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage and at the option of the mortgagee imme-

diately mature the entire indebtedness hereby secured, and the mortgagee may, without notice. institute proceedings to foreclose this mortgage, andapply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent. or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without themortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such act and Regulations issued thereunder and in effect on the date hereof shall govern the right, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby am ended to conform thereto.

'AND IT IS AGREED that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

Attest: Rachel Knieriem.

Pasquale Parise (SEAL)

STATE OF MARYLAND, ALIEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Pasquale Parise, unmarried, and acknowledged the foregoing mortgage to be his act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Inez Phebe Decker Humphrey, et vir.

Mortage.

To Filed and Recorded September 15" 1949 at 11:50 A. M. Liberty Trust Company of Cumberland, Md. (Stamps \$1.10).

THIS MORTGAGE, made this 13th day of September, in the year nineteenhundred and forty-nine, by and between Inez Phebe Decker Humphrey and Evan Humphrey, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation, duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Inez Phebe Decker Humphrey and Svan Humphrey, her husband, stand indicted unto the said The Liberty Trust Company in the just and full sum of One Thousand One Hundred (\$1,100.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on ----.

NOW THEREFORE, in consideration of the premises, and of the sum of One Pollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ines Phebe Decker Humphrey and Evan Humphrey, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in or near the Town of Lonaconing, Allegany County, Maryland, and being known as Lots Nos. 41 and 42, Jackson Street, in said Town, and being more particularly described as follows, to-wit:

Beginning at a marked stone A-16 on the survey of a tract called "Wallbridge". thence running with the 17th line of said Wallbridge tract, South 43 degrees 50 minutes East 9 feet to a stake, then leaving the 17th line of the Wallbridge tract, South 69 degrees 25 minutes West 115 feet to a stake on the East side of a road, thence with the East side of said Road, North 24 degrees 00 minutes West 142 feet to a stake at the intersection of the 16th line of the tract called Wallbridge, then with said 16th line, South 62 degrees 50 minutes East 179 feet to a marked stone A-16 the place of beginning.

It being the same property which was conveyed unto Inez Phebe Decker by John R. Lashbaugh and wife, by deed dated August 17, 1938, and recorded in Liber 181, Folio 299, of the Land Records of Allegany County. The said Inez Phebe Decker has since intermarried with Evan Humphrey, and is now Inez Phebe Decker Humphrey,

TOGETHER with the buildings and improvements there on, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

Provided that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand One Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand One Hundred (\$1,100.00) dollars, and to cause the policy of policies issued therefor to be so framed or endersed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators or assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

Attest: James Park

Inez Phebe Decker Humphrey

(SEAL)

Evan Humphrey

for said corporation and duly authorized by it to make this affidavit.

I HEREBY CERTIFY, that on this 13th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Ines Phebe Decker Humphrey and Evan Humphrey, her husband, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

James Hoyman, et ux.

Chattel Mortgage.

To

Filed and Recorded September 15" 1949 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY MORTGAGE, made this 13th day of September, 1949, by and between James Hoyman and Ivy Hoyman, his wife, Cumberland, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America party of the second part, hereinafter called the mortgagee, WITNE SSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Eight Hundred Fourteen and 97/100 dollars (\$814.97) which is payable with interest at the rate of six per cent (6%) per annum in 18 monthly installments of Forty-Five and 30/100 Dollars (\$45.30) payable on the 13th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 635 N. Mechanic Street, Cumberland, Allegany County, Maryland:

1949 Ford Standard 2D Sedan - Motor Number: 98HA145029

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the mortgagor shall attempt to

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out the written consent of the said mortgages.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$ full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorged as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 14th day of September, in the year 1949.

Attest: Ralph M. Race

Theodore Joshua Kight

(SEAL)

Virginia E. Kight

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY that on this 14th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid personally appeared Theodore Joshua Kight and Virginia E. Kight, his wife, the within named mortgagor, and acknowledged the aforegoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

William P. Kerns, et ux.

Mortgage.

To Filed and Recorded September 15" 1949 at 3:50 P. M.

Robert W. Young, et ux.

THIS MORTGAGE, made this 15th day of September, in the year Nineteen Hundred and forty-nine, by and between William F. Kerns and Ethel M. Kerns, his wife, hereinafter called Mortgagore, which expression chall include their heirs, personal representatives, successors and assigns, where the context so admits or requiree, of Allegany County, State of Maryland, parties of the first part and Robert W. Young and Edith M. Young, his wife, hereinafter called Mortgageee, which expression shall include their heirs, personal representatives, successors and assigne, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITHE SSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgageee in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) payable three years after date, with interest thereon at the rate of five per centum (5%) per annum, payable quarterly. The parties of the first part hereby covenant and agree to make monthly payments of at least One Hundred Dollars (\$100.00) from which shall be deducted at each interest period the interest, to be calculated on the amount of principal due at the beginning of said period and the balance, after deducting the interest, shall be applied to the principal sum due hereunder.

It is further understood and agreed by and between the parties hereto that when the principal indebtedness as evidenced by this mortgage is reduced to not more than One Thousand Two Hundred Fifty Dollars (\$1,250.00), and the interest thereon paid currently, then the monthly payments shall be reduced to not less than fifty dollars (\$50.00) each; otherwise the terms as herein set forth remain the same.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in handpaid, the said Mortgagore do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagees the following property

All that lot, piece or parcel of land situate, lying and being along the Southwesterly side of the Uhl Highway (originally Oldtown Road) and about three-fourths of a mile easterly of Evitts Creek, in Allegany County, State of Maryland, known as Lot No. 7 of the Reuschel Lots, and which is described as follows, to-wit:

Lot No. 7: Beginning for the same at a point along the Southwesterly side of the aforesaid Uhl Highway at the end of 61.71 feet on the fifth line of the whole property of which this is a part, said whole property having been conveyed by Mathias J. Ruppenkamp, et ux. to George Reuschel et ux., by deed dated June 6, 1925, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 151, Folio 16, and running thence with the lines thereof, it being also along and with the Southwesterly side of the aforesaid Uhl Highway, North 39 degrees 46 minutes West 38.63 feet; thence et 11 along the Southwesterly eide of Uhl Highway, and with part of the sixth line of the whole property. North 28 degrees 58 minutes West 69.39 feet; thence crossing the whole property, South 78 degrees 17 minutes West 176 feet to a point on the tenth line of the whole property; thence with the tenth line and also the Railroad, South 19 degrees 40 minutes East 100 feet to the end of the second line of Lot No. 6; thence reversing said second line and crossing the whole property, North 78 degrees 17 minutes served of the state of the server East 198.99 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John F. Robertson, et ux., by deed dated November 18, 1943, and recorded in Liber 198, Folio 77, of the Land Records of Allegany County, Maryland.

Subject, however, to the reservation and right of way as get forth in the deed above referred to, reference to which said deed is hereby made for a complete recital of same AND WHERE AS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement

TOGETHER with the buildings andimprovements thereon, and the rights, roads, ways. waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Two Thousand Five Hundred Dollars (\$2,500.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may occupy the afcresaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

But in case default be made in payment of said mortgage debt, orof the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter. either the said Mortgagees or George R. Hughes, -- duly constituted attorney or agent, is hereby authorized to sell the property here by mortgaged, and to convey the same to the purchaser or

purchasers thereof. Said property shall be sold for cash after giving at least twenty days: notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees; and to pay the premium or premiums for said insurance when due. WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Betty June Beachy

William F. Kerns (SEAL)

Ethel M. Kerns (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of September, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William F. Kerns and Ethel M. Kerns, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Robert W. Young and Edith M. Young, his wife, the within names Mortgagees, and made oath in due form of law that the consideration in said mortgagee is true and bone fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written. Betty June Beachy, Notary Public.

Alvin C. Neat Post No. 5280 Veterans of Foreign Wars of the United States, Inc.

To Filed and Recorded September 16" 1949 at 9:10 A. M.

Liberty Trust Company of Cumberland, Md. THIS MORTGAGE, made this 8th day of September, in the year nimeteen hundred and forty-nine, by and between Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal

office in the city of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHERE AS, the said Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand (\$6,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a purchase money mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns the following property, to-wit:

FIRST PARCEL: All that lot or parcel of ground situated in Lonaconing, Allegany County, Maryland, andparticularly described as follows:

Beginning at a stone AC 1897, said stone being the beginning of the resurvey of the tract called "Wallbridge", which tract was resurveyed for the American Coal Company of Allegany County, September 30, 1897, and patented for the American Coal Company of Allegany County, and duly recorded, thence following the lines of the "Wallbridge Tract" corrected 2 degrees 3 minutes to the right, North 76 degrees 43 minutes East 562 feet to the planted stone A-1. South 3 degrees 17 minutes East 63 feet to the planted stone A-2, thence South 00 degrees 17 minutes 46 feet on the line between the planted stone A-2 and A-3 to a planted iron pipe. thence leaving the survey line of "Wallbridge" tract, South 70 degrees 39 minutes West 167.7 feet to an iron pipe, thence North 14 degrees 41 minutes West 184.51 feet to an iron pipe on Hanekamp Street, thence with said Street, North 67 degrees 54 minutes East 129.5 feet to an iron fence post, a corner of Jackson School lot, and with a line of said School lot, South 18 degrees 45 minutes East 79.5 feet to a planted stone A-1897.

SECOND PARCEL: All that piece or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at planted stone A-3 said stone being at the end of the 3rd line of the resurvey of the tract called "Wallbridge", which tract was resurveyed for the said American Coal Company of Allegany County, Maryland, September 30, 1897, and patented to the said The American Coal Company of Allegany County and duly recorded in the records of the State of Maryland at Annapolis, the Capitol, thence following the lines of the "Wallbridge" tract resurvey reversed and corrected 2 degrees and 3 minutes to the right, North 00 degrees 17 minutes West 18 feet to a planted iron pin a corner at the end of the 3rd line of a lot conveved to the Mayor and Councilmen of Lonaconing, a Municipal Corporation, by deed dated January 11. 1939, marked Lot 1 on Plat; thence leaving the said "Wallbridge" resurvey line and following the fourth line of Lot 1, South 70 degrees 39 minutes West 167.7 feet to an iron pipe corner of Lot 1, thence leaving limes of Lot 1, South 14 degrees 41 minutes East 90 feet to an iron pipe thence North 70 degrees 39 minutes East 159 feet to an iron pipe located on the line of "Wallbridge" tract between stone A-3 and A-4, thence following the line of the "Wallbridge" tract with course reversed and corrected as above, North 11 degrees 27 minutes West 73 feet to the stone A-3, the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Mayor and Councilmen of Lonaconing, by deed dated July, 1949, and duly recorded among the Land Records of Allegany County, Maryland,

This loan is being negotiated and this Mortgage is being executed by authority duly granted unto the Commander and Trustees and other proper officers of Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, at a special meeting duly called and held on May 26, 1949, at which meeting the Post Commander and Officers were duly authorized, among other things, to negotiate said loan and to execute a Purchase Money Mortgage upon the property herein described in order to secure the same, copy of the Minutes of said meeting being filed with these papers.

The above described land is conveyed, subject to all of the reservations and limitations as to mineral and mining rights, as set forth in two deeds from the American Coal Company of Allegany County, Maryland, to Mayor and Councilmen of Lonaconing, Maryland, reference to which is made.

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

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are here by assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in e newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale; and in case said property is advertised

under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor dos further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the here by mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said mortgagor.

Attest: Hugh W. Cook, Adjutant	James M. Burt Commander.	(SEAL)
	Hugh W. Cook	(SEAL)
(Corporate Seal)	Thomas E. Daley	(SEAL)
and regarded and one of the angles and of	Alexander Gardner	(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

(Notarial Seal)

I HERE BY CERTIFY, that on this 8th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James M. Burt, commander, Hugh W. Cook, Trustee; Thomas E. Daley, Trustee; Alexander Gardner, Trustee, and Hugh W. Cook, Adjutant, and each acknowledged the foregoing mortgage to be their act and deed; and at the ame time. before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and thesaid Charles A. Piper did further in like manner, make oath that he is the President, and Agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written. Leslie J. Clark, Notary Public.

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Joseph L. Ritter, et ux.

Filed and Recorded September 16" 1949 at 9:10 A.M.

Liberty Trust Company of Cumberland, Md.

THIS MORTG.GE, made this 14th day of September, in the year nineteen hundred and forty-nine, by and between Joseph L. Ritter and Mernie G. Ritter, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County. Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Joseph L. Ritter and Mernie G. Ritter, his wife, stand indebted unto the said The Liberty Trust Company in the just and ful sum of Two Thousand Seven Hundred Fifty (\$2,750.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

THIS MORTGAGE is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph L. Ritter and Mernie G. Ritter, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the northerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at the northerly side of Fayette Street with the Southerly side of Wills Creek Avenue, and running thence with the northerly side of Fayette Street, North 76 degrees 30 minutes West 61.9 feet to the end of the first line of the lot conveyed by William H. Cole, Trustee, to Carl W. Bloss and wife, by deed dated August 19, 1925, and recorded in Liber No. 151, Folio 322, of the Land Records of Allegany County, and running thence with the second line of said Bloss lot, North 13 degrees 24 minutes East 74.15 feet to the southwesterly side of Wills Creek Avenue, then with said Avenue, South 26 degrees 51 minutes East 96.71 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Carleton D. Shore, et ux., by deed dated September, 1949, and duly recorded among the Land Records of Alle-

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within

described property without the written consent of the mortgagee.

AND IT IS FURTHER GREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire. to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech Joseph L. Ritter (SEAL)

Mernie G. Ritter

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph L. Ritter and Mernie G. Ritter, his wife.

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time. before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further. in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Catherine M. Nairn, et al.

Mortgage.

To Filed and Recorded September 16" 1949 at 2:55 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 9th day of September, in the year nineteen Hundred and forty-nine, by and between Catherine M. Nairn, widow, John F. Feeney and Mary C. Feeney, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation, duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNE SSETH:

WHEREAS, the said Catherine M. Nairn, widow, John F. Feeney and Mary C. Feeney, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred (\$700.00) (CMN - MCF - JFF) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Catherine M. Nairn, widow; John F. Feeney and Mary C. Feeney, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

'All that piece or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, and known and designated as part of original town Lot No. 183 on the northerly side of Beall Street, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Beall Street at its intersection with a line drawn through the center of the division wall between the frame houses Nos. 56 and 56% (old nos.) Beall Street, said point being also at the end of 56.65 feet measured in an easterly direction along the northerly side of said Beall Street, from the easterly side of Paw Paw Alley and running then with said Beall Street, South 82 degrees 40 minutes East 21.85

feet, then parallel to said Paw Paw Alley, North 7 degrees 27 minutes East 88 feet to a proposed alley 12 feet wide, then with it, North 82 degrees 40 minutes West 20.4 feet to intersect a line drawn through thecenter of the aforesaid division wall between the frame houses Nos. 56 and 562 Beall Street, and then reversing said intersecting line and with the center line of the said division wall and the same extended, South 8 degrees 23 minutes West 88 feet to the place of beginning.

It being the same property which was conveyed unto the said Catherine M. Nairn, widow, as life tenant, with the remainder unto the said John F. Feeney and Mary C. Feeney, his wife, by Harry I. Stegmaier, Trustee, by deed dated May 21, 1947, and recorded in Liber 215, Folio 172, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred (\$700.00) (CMN - JFF - MCF) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid. or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor.

his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Hundred (\$700.00) C. M. N. - M. C. F. - J. F. F. dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor. Attest: Celestine H. Rhind

Catherine M. Nairn

(SE 47.)

John F. Feeney

(SEAL)

Mary C. Feeney

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Catherine M. Nairn, widow; John F. Feeney and Mary C. Feeney, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Robert F. Askey, et ux.

Mort gage.

Filed and Recorded September 16" 1949 at 3:00 P. M. Liberty Trust Company of Cumberland, Md. (Stamps \$1.65)

THIS MORTGAGE, made this 14th day of September, in the year nineteen hundred and forty-nine, by and between Robert F. Askey and Ethel L. Askey, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall

include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHERE AS, the said Robert F. Askey and Ethel L. Askey, his wife, stand indebted unto

the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred Fifty (\$1,550.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert F. Askey and Ethel L. Askey, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece and parcel of ground situated on the West side of Weber Street in Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning for same at the beginning of parcel of ground conveyed from John C. Stakem, et ux. to Harry F. Askey, et ux., dated the 13th day of January, 1921, and recorded in Liber LLS No. 135, Folio 360, one of the Land Records of Allegany County, and running thence with the first line of said deed. South 78 degrees West 47-1/10 feet to the beginning corner of deed conveyed from James B. Gilpin, et ux, to Earl Gauntz, et ux., dated the 12th day of March. 1924, and recorded in Liber L. L. S. No. 146, Folio 285, one of the Land Records of Allegany County, and running thence and reversing the fourth and last line of said Gauntz deed, North 11 degrees West a distance of 50-6/10 feet to said line, thence cutting across the aforementioned Harry F. Askey property with a new line (vernier reading calculated from the original bearing), North 65 degrees 21 minutes East 62-95/100 feet to a point intersecting the fifth line of the aforementioned deed, John C. Stakem, et ux., to Harry F. Askey, et ux., thence with the remaining part of said fifth line, South 1 degree and 18 minutes West 66 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Harry F. Askey, et ux., by deed dated October 11, 1937, and recorded in Liber 179, Folio 56, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee. its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable: and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor

also consente to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be here by escured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly conetituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property here by mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigne.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, ite successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred Fifty (\$1,550.00) Dollars, and to cause the policy or policies iesued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its euccessors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenante aforesaid are to extend to and bind the several heirs, executors, administrators, succeesors or assigne, of the re-

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Robert F. Askey (SEAL)

Ethel L. Askey (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert F. Askey and Ethel L. Aekey, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, precident of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Chattel Mortgage.

Filed and Recorded September 17" 1949 at 8:30 A. M.

North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, made this 13" day of September, 1949, by Lancaster, John R. Keyser, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of Two Hundred Dollars (\$200.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof ie hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at Route #3, Keyser, Allegany County, in said State of Maryland, that is to say: ----and in addition thereto, all other goods and chattels of like nature and all other furniture fixtures, carpets, rugs, clocks, fittings, linens, chima, crockery, cutlery, utensils, silverware, musical instruments and household goods, hereafter acquired by the mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Keyser, Maryland, that is to say:

Make

Model Year Engine No. Serial No. Other Identification

1½ ton 1938 BB-18-4360032

TO HAVE AND TO HOLD the same unto Mortgages, its successors and assigns, forever. PROVIDED, however, that if Mortgagor shall pay or cause to be paid to mortgagee. its successors and assigns, the said sum of \$200.00 /100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$20.09 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15" day of October, 1949, and each succeeding installment shall be payable on the 15" day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforeeaid, which final installment shall be payable on the 15" day of September, 1950, and interest after maturity at said rate, then these presente shall be void. The note evidencing said loan provides that the principal a ount thereof or any part

there of may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

MORTGAGOR covenants that he or she exclusively owne and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the

Payable in 15 successive monthly installments of \$30.00 each, and -- installments of \$ --- each, with interest after maturity at 6% per annum.

This chattel mortgage, made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. 1941 Conv. Coupe-Buick

WITNESSETH: That in consideration of the actual amount of the loan, above stated, paid to mortgager by mortgagee, receipt of which is hereby acknowledged and forthe purpose of securing the repayment of said loan, the mortgagers do hereby grant, sell, convey and confirm unto the eaid mortgagee the hereinafter described property, which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns, forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments, stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The Mortgagor may retain possession of the goods and chattels mentioned hereinafter, as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and cell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of, any other right or remedy which the mortgagee shall have.

Description of Mortgaged property:

Make of Auto
Buick

Year

Body

Motor Number

Serial Number

TO THE STATE OF TH

1941

Conv. Coupe

54307113

14115001

In witness whereof, the mortgagors hereunto set their hands and seals the date of the Chattel Mortgage above set forth.

WITNESS: E. A. Sturtz

Earl F. Appel

(SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND - ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforecaid, personally appeared Earl F. Appel, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Ray White agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said mortgagee, to make this affidavit.

WITNESS my hand and Notarial Seal,

(Notarial Seal)

Eugenia A. Spano, Notary Public.

For value received the aetna, Finance Company of Cumberland, Mary-land. Rereby releases the within aforegoing a hattel mortgage. Ulitaris the signature of said company by its Manager, attested by secretary this 6th day of Dec., 1949.

Altested by

Aetna Finance Company
Ray White

Ray White

Secretary

12/23/44

THE RESERVE AND ADDRESS OF THE PROPERTY OF

Carl F. Robertson, et ux.

Mortgage.

To

Filed and Recorded Septemb er 17" 1949 at 8:40 A.M.

T. Joseph Condry, et ux.

(Stamps \$4.40).

THIS MORTGAGE, made this 15th day of September, in the year Nineteen Hundred and Forty-Nine, by and between Carl F. Robertson and Stella M. Robertson, his wife, of Allegany County, in the State of Maryland, parties of the first part, and T. Joseph Condry and Pearl Filsinger Condry, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

where AS, the parties of the first part are justly indebted unto the parties of the second part, in the full and just sum of \$4,000.00 this day loaned the parties of the first part by the parties of the second part, the receipt of which is hereby acknowledged, which said sum shall be repaid, together with interest thereon at the rate of six per cent (6%) per annum in monthly installments of \$15.00 each, on the principal, and in addition thereto interest shall also be payable monthly which interest shall be calculated and credited semi-annually, however, it is understood and agreed that the first of said monthly payments shall not be due and payable until the 1st day of January, 1950, however, in the meantime, said parties of the first part shall pay interest on eaid indebtedness in equal monthly instalments until the first payment is due hereunder as is hereinbefore provided for.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the eum of one dollar in hand paid, and in order to secure the prompt payment of the eaid indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that piece or parcel of ground, eituated in Election District No. 24 near Eckhart, Allegany County, Maryland, and lying and being on the northeasterly side of the proposed State Highway (U. S. Route No. 40) and being a part of the "Scrub Ridge Farm" tract which was conveyed to John H. Rase, et ux, by deed of The Consolidation Coal Company, dated March 17, 1926, and recorded in Liber No. 153, Folio 351, of the Land Records of Allegany County, Maryland, and more particularly described as follows: (True meridian courses and horizontal distances being used throughout.)

Beginning for the same at an iron pipe etake standing at the end of the 22nd line of the aforeeaid "Scrub Ridge Farm" tract, said point being also at the beginning of that piece or parcel of ground which was conveyed to William P. Thomas, et ux., by deed of John H. Rase, et ux, dated September 20th, 1948, and recorded in Liber No. 222, Folio 580, of the aforesaid Land Recorde, and running thence with the first line of the aforesaid Thomas deed,

Intere. Elha

North 30 degrees 30 minutes East 125.75 feet to a stake; thence South 67 degrees 14 minutes East 184.00 feet to a stake; thence South 34 degrees 23 minutes West 125.96 feet to a stake standing at theend of the second line of that piece or parcel of ground which was conveyed to C. Gilbert Rase, et ux, by deed of John H. Rase, et ux, dated May 3rd, 1948, and recorded in Liber No. 221, Folio 542, of the aforesaid Land Records; thence with the third line of said deed, still South 34 degrees 23 minutes West 128.10 feet to the northeasterly limits of the aforesaid proposed State Highway; thence with said Highway limits in a northwesterly direction by a curve to the left, said curve having a radius of 1469.06 feet and being subtended by a chord bearing North 40 degrees 48 minutes West 170.30 feet to the end of 195.90 feet on the 22nd line of the aforesaid "Scrub Ridge Farm" tract; thence with the remainder of said 22nd line North 30 degrees 30 minutes East 47.10 feet to the beginning, containing .842 of an acre, more or less.

Also the right of Carl F. Robertson, et ux, theirheirs, personal representatives or assigns, to use the roadway extending southeastwardly from the fourth line of this description, as a means of ingress to and regress from the premises herein described.

SAVING AND EXCEPTING, however, from the operation hereof, the land, easements and rights shown and/or indicated upon State Roads Commission Plat No. 6277, (said plat being filed in the land recorder's office of Allegany County, Maryland), which were conveyed by John H. Rase, et ux, to the State of Maryland, for the use of the State Roads Commission. Also reserving unto John H. Rase, et ux, their heirs, personal representatives and/or assigns, the right to maintain and use the existing roadway which extends in a southeasterly direction across the lot herein described.

IT BEING the same property which was conveyed by John H. Rase, et ux, to Carl F. Robertson, et ux, by deed dated November 10, 1948, and recorded in Deeds Liber 226, Folio 205, among the Land Records of Allegany County, Maryland.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00), together with the interest thereon and any future advances made as aforesaid, as and when the same shall become due and payable, and in themeantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in thepremises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demand-

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her ortheir heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of

sale in some newspaper published in Cumberland, Maryland, which saidsale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand (\$4,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, thehands and seals of said mortgagors.

WITNESS: Maxine Wilmot

Carl F. Robertson

Maxine Wilmot Stella M. Robertson

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl F. Robertson and Stella M. Robertson, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared T. Joseph Condry and Pearl Filsinger Condry, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is trueand bona fide as therein set forth.

WITNESS my hand and Notarial Seal theday and year aforesaid.

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(Notarial Seal)

Maxine Wilmot, Notary Public.

ables on high sand contains different avenues. He's receipt agreement topological ********

APARDON DECISION BY IS SUBSECUED A DESCRIPTION OF THE PARTY OF THE PAR

Alva C. Lewis, et ux.

COLUMN TO SECURE HONEY AND AND SECURE AND ADDRESS OF THE PARTY AND ADDR Filed and Recorded September 17" 1949 at 8:30 A. M.

Frostburg National Bank.

THIS PURCH ASE MONEY CHATTEL MORTGAGE, Made this 14th day of September, 1949, by and between Alva C. Lewis and Pearl Lewis, his wife, Frostburg, of Allegany County, Maryland, parties of the first part, here inafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH: WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of

Thirteen Hundred Seventy-Seven and 60/100 dollars (\$1377.60) which is payable with interest at the rate of six per cent (6%) per annum in 21 monthly installments of sixty-five and 60/100

13

dollars (\$65.60) payable on the 14th day of each and every calendar month; said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THERE FORE, in consideration of the premises and of the sum of one dollar (\$1.00) the Mortgagor does here by bargain, sell, transfer and assign unto the mortgagee, its successors and assigns, the following described personal property located at 41 Greene Street. Frostburg, Allegany County, Maryland:

1949 Chevrolet Fordor Sedan - Motor Number GAM 326126 - Serial Number: 14GKI 75934 TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. EarleCobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Fourteen Hundred and no/100 dollars (\$1400.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part. Attest as to all:

David R. Willetts

Alva C. Lewis

(SEAL) Pearl Lewis (SE.L)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY that on this 14th day of September, 1949, before me, the subscriber, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alva C. Lewis and Pearl Lewis, his wife, the within named mortgagor, and acknowledged the aforegoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the aforegoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruth M. Todd, Notary Public.

Fidelity Savings Bank of Frostburg, Md.

Partial Release of Mortgage.

Filed and Recorded September 17" 1949 at 8:40 A. M.

John H. Rase, et ux.

THIS PARTIAL RELEASE OF MORTGAGE, made this 15th day of September, 1949, by and between The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and John H. Rase and Fannie M. Rase, his wife, of Allegany County, Maryland, parties of the second part. WITNESSETH:

WHEREAS, the parties of the second part mortgaged certain property situated in Allegany County, Maryland, to the party of the first part by mortgage dated Decem ber 1, 1948, and recorded in Mortgage Liber 218, Folio 532, among the Land Records of Allegany County, Maryland, and

WHEREAS, the parties of the second part subsequently sold and conveyed part of the property described and conveyed in the aforementioned mortgage to Carl F. Robertson, et ux, by deed dated November 10, 1948, and recorded in Deeds Liber 226, Folio 205, among the Land Records of Allegany County, Maryland, and

WHERE AS, the party of the first part herein has been requested to release the lien of the aforementioned mortgage as to the property sold and conveyed to the said Carl F. Robertson, et ux, by deed dated and recorded as aforesaid.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the parties of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby release and discharge unto the parties of the second part, their heirs and assigns, all that piece or parcel of ground situated in Election District No. 24, near Eckhart, Allegany County, Maryland, and lying and being on the northeasterly side of the proposed State Highway (U. S. Route No. 40) and being a part of the "Scrub Ridge Farm" tract which was conveyed to John H. Rase, et ux., by deed of The Consolidation Coal Company, dated March 17, 1926, and recorded in Liber No. 153, folio 351, of the Land Records of Allegany County, Maryland, and more particularly described as follows: (True Meridian courses and horizontal distances being used throughout.)

BEGINNING for the same at an iron pipe stake standing at theend of the 22nd line of the aforesaid "Scrub Ridge Farm" tract, said point being also at the beginning of that piece or parcel of ground which was conveyed to William P. Thomas, et ux, by deed of John H. Rase, et

ux, dated September 20th, 1948, and recorded in Liber No. 222, Folio 580, of the aforesaid Land Records, and running thence with the first line of the aforesaid Thomas deed, North 30 degrees 30 minutes East 125.75 feet to a stake; thence South 67 degrees 14 minutes East 184.00 feet to a stake; thence South 34 degrees 23 minutes West 125.96 feet to a stake standing at the end of the second line of that piece or parcel of ground which was conveyed to C. Gilbert Rase, et ux, by deed of John H. Rase, et ux, dated May 3rd, 1948, and recorded in Liber No.221, Folio 542, of the aforesaid Land Records; thence with the third line of said deed, still South 34 degrees 23 minutes West 128.10 feet to the Northeasterly limits of the aforesaid proposed State Highway; thence with said Highway limits in a northwesterly direction by a curve to the left, said curve having a radius of 1469.06 feet and being subtended by a chord bearing North 40 degrees 48 minutes West 170.30 feet to the end of 195.90 feet on the 22nd line of the aforesaid "Scrub Ridge Farm" tract; thence with the remainder of said 22nd line North 30 degrees 30 minutes East 47-10 feet to the beginning, containing .842 of an acre, more or less.

Also including the rights of way and easements reserved, described and conveyed in the aforementioned deed from John H. Rase, et ux, to Carl F. Robertson, et ux.

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

TO HAVE AND TO HOLD the above granted property unto the said John H. Rase and Fannie M. Rase, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, in the same manner as if said mortgage had never been executed, however, it is distinctly understood and agreed that said mortgage shall remain a valid lien as to all other property described and conveyed therein.

IN WITNESS whereof, The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, has caused its corporate seal to be affixed hereto, duly attested by its cashier the day and year first above written.

Attest:

Ralph M. Race.

(CORPORATE SEAL)

THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND.

By Wm. B. Yates, Executive Vice-President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERE BY CERTIFY, That on this 15th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wm. B. Yates, executive vice-president of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and acknowledged the aforegoing partial release of mortgage to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year first above written. Ralph M. Race, Notary Public.

Ellis Rank Yates, et ux.

Chattel Mortgage. Filed and Recorded September 19" 1949 at 8:30 A. M.

Fidelity Savings Bank of Frostburg, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this l6th day of September, in the year 1949, by and between Ellis Rank Yates and Leah Blanche Yates, his wife, of Allegany County, Maryland, hereinafter called the Mortzagor, and the Fidelity Savings Bank of Frostburg,

Allegany County, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH: WHEREAS, the said mortgagor is indebted unto thesaid mortgagee in the full sum of Two Hundred Seventy-Four and 54/100 dollars (\$274.54), payable/to the order of said bank.

NOW THERE FORE, in consideration of the premises and of the sum of One Pollar (\$1.00), the said mortgagor does here by bargain and sell unto the said mortgagee the following described property, to-wit:

1941 Dodge 4-Door Sedan, Motor No. D19-185599, Serial No. 30526588.

PROVIDED, that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$274.54 dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest there on or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are here by authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the city of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at -- in Frostburg, Md., except when actually being used by the said Mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$274.54, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of fire, to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 16th day of September, in the year Nineteen Hundred Forty-Nine.

Attest: Rachel Knieriem

Ellis Rank Yates

Leah Blanche Yates (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Ellis Rank Yates and Leah Blanche Yates, his wife, the within named mortgagor. and acknowledged the aforegoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHERE OF, I have hereto set my hand and affixed my Notarial seal the day

and year above written. (Notarial Seal)

Rachel Knieriem, Notary Public.

To have and to hold the same unto Mortgagee, its successors and assigns, forever. PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee. its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$25.13 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 25" day of October 1949, and each succeeding installment shall be payable on the 25" day of each succeeding month thereafter, together with a final installment covering any unpaid balance including interest as aforesaid, which final installment shall be payable on the 25" day of December, 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount therof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal together with accrued interest as aforesaid, shall become due and payable immediately and mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions.

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice, provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which mortgagor resides or in the City or County in which mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale. Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon, together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and Seal(s) of said Mortgagor(s).

Witness: P. Shuck Witness: S. Burns

Thomas C. Humbertson

STATE OF MARY LAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this --- day of ---- 19 -- before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Thomas C. Humbertson, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared G. R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

For value received, North/American Acceptance Corporation, Mortgagee in the within Mortgage hereby releases said Mortgage. Executed parametro the power of Attorney, recorded in Liber 214, Follo 621 15 d.

this 3Nd day of November 1949 NUMBER 19 49.

Thomas K. Whalley, et al.

Filed and Recorded September 20" 1949 at 3:55 P. M. Second National Bank of Cumberland, Md.

THIS MORTGAGE, made this 17th day of September, 1949, by and between Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees as hereinafter set forth, all of Allegany County, State of Maryland, parties of the first part and The Second National Bank of Cumberland, Maryland, a banking corporation organized and existing under the laws of the United States of America, party of the second part.

WHEREAS, Henry Hart Post No. 1411, Veterans of Foreign Wars, Cumberland, Maryland, an unincorporated association, for the benefit of which Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, hold title to that property known and designated as Henry Hart Post No. 1411 Home of the Veterans of Foreign Wars and situated on the southerly side of Union Street in the City of Cumberland, Maryland; and,

Whereas, the deed for the aforesaid property, dated the 21st day of October, 1941, and recorded in Liber 192, Folio 13 of the Land Records of Allegany County, Maryland, provides that the aforesaid Trustees shall have the power and authority to sell, mortgage or lease said property upon the written authority of Henry Hart Post No. 1411, Veterans of Foreign Wars; and,

WHEREAS, the said Henry Hart Post No. 1411, at a meeting duly called and held, September 6, 1949, at which meeting a quorum was present, unanimously authorized the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, for Henry Hart Post No. 1411, Veterans of Foreign Wars, to place a mortgage upon the aforesaid premises in the amount of Seven Thousand Dollars (\$7,000.00); and,

WHEREAS, the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, as Trustees for Henry Hart Post No. 1411, Veterans of Foreign Wars, stand indebted unto the Second National Bank of Cumberland, Maryland, in the just and full sum of Seven Thousand Dollars (\$7,000.00) this day loaned to the aforesaid parties of the first part by the party of the second part, and which is to be repaid, with interest at the rate of four per cent. (4%) per an num, in payments of not less than One Hundred (\$100.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until

the amount of principal and interest is fully paid, all of which said payments are to be made at the Second National Bank of Cumberland, Maryland, in the City of Cumberland, Maryland.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, and also the payment of monthly installments on the principal, together with the interest thereon, as and when the same shall be due and owing, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the Second National Bank of Cumberland, Maryland, its successors and/or assigns, the following property, to wit:

ALL that lot or parcel of ground situated on the Southerly side of Union Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a point on the Southerly side of Union Street distant 25 feet measured in a westerly direction along the Southerly side of Union Street from the Northerly corner of the brick dwelling, formerly designated as Number 55 Union Street, said beginning point being also distant 75 feet measured in a westerly direction along the Southerly side of said Union Street from the Westerly side of Rebecca (now called Park) Street, and running thence with the Southerly side of Union Street, South 77 degrees 47 minutes West 25 feet to the easterly side of an alley and with it and parallel with Rebecca (now called Park) Street, South 12 degrees 15 minutes East 106 Feet to the northerly side of Oak Alley and with it North 77 degrees 47 minutes East 25 feet to a point distant 75 feet measured in a westerly direction along the northerly side of Oak Alley from the Westerly side of Rebecca (now called Park) Street, thence North 12 degrees 15 minutes West 106 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part as
Trustees for the Henry Hart Post No. 1411, Veterans of Foreign Wars, Cumberland, Maryland, by
The Cumberland Veterans Association Incorporated, by a deed dated the 21st day of October, 1941,
and recorded among the Land Records of Allegamy County, Maryland, in Liber 192, Folio 13,

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, their successors or assigns do and shall pay to the said The Second National Bank of Cumberland, Maryland, its successors and assigns, the aforesaid sum of Seven Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable in monthly installments as hereinbefore recited, and in the meantime do and shall perform all the covenants herein then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or default on any monthly installment of principal and interest, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Second National Bank of Cumberland, Maryland, its successors and assigns, or Thomas B. Finan, his or their duly

constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her its or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty (20) days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a Commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not, and as to the balance, to pay it over to the said parties of the first part, their successors or assigns.

and it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several successors or assigns, of the parties of the first part.

WITNESS the hands and seals of said mortgagors.

Witness: Thomas B. Finan Thomas K. Whalley (SEAL)
Thomas B. Finan Edward C. Kilroy (SEAL)
Thomas B. Finan James W. Beacham (SEAL)

STATE OF MARYLAND. ALLEGANY COUNTY. To wit:

I HEREBY CERTIFY, That on this 17th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees for Henry Hart Post No. 1411, and each acknowledged the aforegoing Mortgage to be their respective

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby M. Yoder, Notary Public.

Trustees for Henry Hart Post No. 1411

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERBY CERTIFY, That on this 19th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John H. Mosner, vice-president of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said --- did further, in like manner, made oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the

day and year above written.

(Notarial Seal)

Chas. E. Shaw, Notary Public.

The following have been deducted from said amount of loan:

E 1

Balance	\$150.64
For interest at the rate of one-half(1/2%) per cent per month for the number of months contracted for	66.20
Service charges	20.00
Recording fees	2.55
For bills	496.81

Receipt of \$736.20 is hereby acknowledged by the Mortgagor.

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee WITNESSETH:

That for and in consideration for a loan in the amount of loan stated above made by Mortgagee to Mortgagor which loan is repayable in 18 successive monthly instalments of \$40.90 /100 each, said instalments being payable on the 16th day of each month from the date herof, mortgagor does hereby bargain and sell unto mortgagee the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

PROVIDED, HOWEVER, That if mortgager shall pay or cause to be paid to Mortgagee, its successors and assigns, the said loan according to its terms as aforesaid and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof or any part thereof may be paid in advance at any time and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date until paid.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment or any part thereof, as provided in said note, then the entire unpaid balance shall immediately become due and payable, at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: Edith M. Twigg. Rebecca R. Carder

Rebecca R. Carder (SEAL)
Chester S. Carder (SEAL)

SCHE DULE "A"

Certain chattels, including all household goods, now located at the address of the mortgagors indicated above, to wit:

Living room - 1 chair, occ.; 1 rugs Rose; 1 table, occ.; 1 Blue daybed; 1 large studio couch.

Dining Room - 1 buffet, wal.; 4 chairs, wal.; 1 china closet, wal.; 1 table, wal.; 1 Crosley Radio; 1 table model radio.

Kitchen - - 4 chairs, maple; l refrigerator, Crosley, l stove Crosley, electric; l table, maple; l vacuum cleaner, hand; l washing machine, Kenmore; l maple hutch; l mixer.

Bed rooms - - 1 bed, maple; 1 bed, wal., 2 chiffonier, maple & wal., 2 dresser, 1 maple & 1 wal.; 1 dressing table, wal.; 2 end tables, 1 cedar chest.

and, in addition thereto, all other goods and chattels of like nature and all other furniture fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silver-ware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HENEBY CERTIFY that on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Rebecca A. Carder and Chester L. Carder, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due frm of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal. (Notarial Seal)

Edith M. Twigg, Notary Public.

Carl T. Agnew, et ux.

Mortgage.

To

Filed and Recorded September 21" 1949 at 8:55 A. M.

Liberty Trust Company

THIS MORTGAGE, made this 19th day of September, in the year nineteen hundred and forty-nine, by and between Carl T. Agnew and Mary Agnew, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

Whereas, the said Carl T. Agnew and Mary Agnew, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred Fifty (\$750.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THE Æ FORE, in consideration of the premises, and of the sum of One Dollar and

Myse of 19 49

in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carl T. Agnew and Mary Agnew, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

F 1

A certain tract or parcel of land situate near Twenty-First Bridge, in Allegany County, Maryland, bounded and described as follows:

BEGINNING at an iron pin in the road where a marked pin oak once stood at the end of the 4th line of the Moses T. Greenwade's Upper Lot, and running thence with said line, North 69-3/4 degrees West 31 poles to a stone on the south side of said road, thence South 38-1/2 degrees West 139-2/3 poles to a stone in G. T. Carskadon's line, thence with said line, South 56 degrees East 41 poles to a stone in C. W. Ravenscraft's line, thence with said line, North 49 degrees East 94-1/3 poles to a stone by the roadside along the Baltimore and Ohio Railroad Cut, North of Twenty First Bridge, thence North 1 degree East 65 poles to the beginning, containing 50 acres, more or less.

There is specifically reserved and excepted, however, from the above described tract of land and from this conveyance, a portion of said tract or parcel of land which was conveyed to E. Toil E. Harman and G. M. Harmon, her husband, by deed from E. G. Kimmell, bearing date April 30, 1923, for ten acres, more or less, bounded and described as follows:

Beginning at G. T. Carskadon's corner in the Ravenscraft's line and running thence with the latter, North 49 degrees (5 degrees variation) East 33-2/5 poles to a fence post in said line, thence leaving said line and making two new lines, North 39 degrees West 18.6 poles to a fence post in the field, and thence North 50 degrees West 30-1/2 poles to the original line, thence with it, South 56 degrees (5 degrees variation) East 40 poles to the beginning, containing 10 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Isaac F. Clark, et ux., by deed dated January 27, 1944, and recorded in Liber 198, Folio 620, of the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the

interest there on, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said, The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time the reafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Fifty (\$750.00) dollars, and to cause the policy or policies issued therefor to be so framed or endowed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest:

Carl T. Agnew

Mary Agnew

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

Celestine H. Rhind

I HERZEY CERTIFY, that on this 19th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carl T. Agnew and Mary Agnew, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the president and agent or attorney for said corporation, and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal, the

day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

(SEAL)

(SEAL)

and the second second

Filed and Recorded September 21" 1949 at 8:30 A. M.

National Discount Corporation. (Cumberland Branch)

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THIS CHATTEL MORTGAGE, made this sixteenth day of September, 1949, by A. G. Fridley, Mortgagor, and National Discount Corporation, Mortgagee.

Whereas, the said mortgagor is indebted unto the said Mortgagee in the full sum of One Hundred Seventy One and 02/00 Dollars, which said sum the said Mortgagor has agreed to repay in Five consecutive Mo. installments of Twenty-Eight and 50/00 Dollars and one final installment of twenty-Eight and 52/00 dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

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Year Model	Make	Body Type	Motor No.	Serial No.
1941	Willys	Del. FDR Sed.	638632W2	54281
Loai	n Computation			

In testimony whereof, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder.

A. G. Fridley (SEAL)

STATE OF MARYLAND, CUMBERLAND, TO WIT:

(Cumberland Branch)

I HERE BY CERTIFY, that on this 16th day of September, in the year one thousand nine hundred and Fourty Nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared A. G. Fridley, the mortgagor named in the aforegoing mortgage, and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public. Raymond R. Rosenberger, et ux.

Mortgage.

To

Filed and Recorded September 21" 1949 at 2:50 P. M.

Sam II. Yoder, et ux

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of August, in the year one Thousand Nine Hundred and Forty-Nine, by and between Raymond R. Rosenberger and Pearl M. Rosenberger, his wife, of Garrett County, State of Maryland, of the first part, and Sam U. Yoder and Abbie Yoder, his wife, of Garrett County, State of Maryland, of the second part, WITNESSETH:

where is the said parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of Seven Thousand Dollars (\$7,000.00), as is evidenced by their certain joint and several promissory note, bearing even date herewith and payable to the order of the said parties of the second part, or the survivor of them, on or before three years after date, with interest from date at the rate of 3% per a nnum, payable semi-annually; said note representing the purchase price for part of the property hereinafter mentioned and described; it being a condition precedent to the loaning of said sum of money and the acceptance of said note that this mortgage is executed.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity themof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

1 - All those two pieces or process of land situate, lying and being on the National Highway East of Grantsville, in Election District No. 3, of Garrett County, Maryland, containing for the whole the quantity of 0.8 of an acre, more or less, and being the same which were conveyed unto the said parties of the first part by deed from the said parties of the second part, bearing even date herewith and recorded or to be recorded among the Land Records of Garrett County, Maryland, reference to which said deed and the record thereof is hereby made for a full and complete description of said parcels of land.

EXCEPTING HOWEVER, all minerals underlying the same, together with mining rights.

2 - All of the following lots, pieces or parcels of land situate, lying and being in Allegany County, Maryland, to-wit:

- (1) All that lot or parcel of land known as Lot No. 23 as shown on the Plat of Robinette's First Addition situate on McMullen Boulevard in Allegany County, Maryland, and being the same which was conveyed unto the said parties of the first part by deed from The being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 16th day of July, 1945, and recorded in Liber R. J. No. 204, Folio 523, one of the Records of Allegany County, Maryland, and recorded in Liber R. J. No. 204, Folio 523, one of the Records of Robinette's First
- (2) All that lot known as Lot No. 22 as shown on said Plat of Robinette's First Addition situate as aforesaid, and being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 16th day of July, 1945, and recorded in Liber R. J. No. 204, Folio 524, one of said Records of Allegany County.
- (3) All that other parcel of land known as Lot No. 24 as shown on the above Plat of Robinette's First Addition, and being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustees, bearing the first part by deed from The Second National Bank of Cumberland, Maryland, Trustees, bearing the little day of July, 1945, and recorded in Liber R. J. No. 204, Folio 526, one of the Records of Allegany County, Maryland.
- (4) All those lots, pieces or parcels of land as shown on the Plat of Robinette's First Addition Amended, known and designated as Lost Nos. 44, 53, 54 and 55, in District

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No. 6, in Allegany County, Maryland, and being the same which were conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 20th day of October, 1947, and recorded in Liber R. J. No. 218, Folio 704, one of the Records in Allegany County, Maryland.

The above parcels of land are subject to certain restrictions and limitations as set out in the above mentioned deeds.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways. waters, privileges and appurtenances ther unto belonging or in anywise appertaining.

PROVIDED. That if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, or the survivor of them, their executors, administrators or assigns, the aforesaid principal sum of Seven Thousand Dollars, together with interest thereon to accrue when and as the same shall become due and demandable, and in the meantime shall perform all the covenants here in on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said parties of the first part may holdand possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the en tire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Walter W. Dawson, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers there of, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Garrett County and Allegany County, Maryland, respectively, as to the location of the aforesaid properties, which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs or assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Thousand Dollars and cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, otherwise said parties of the second part may at their option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend

to and bind the several heirs, executors, administrators, successors and assigns of the resp ctive parties hereto.

WITNESS, the hands and seals of said mortgagors.

Attest: G. W. Diefenbach

Raymond R. Rosenberger (SEAL)

G. W. Diefenbach Pearl M. Rosenberger

STATE OF MARYLAND, GARRETT COUNTY, TO WIT:

On this 31st day of August, 1949, before me, G. W. Diefenbach the undersigned officer, personally appeared Raymond R. Rosenberger and Pearl M. Robenberger, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. And at the same time before me personally appeared Sam U. Yoder, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and born fide as therein set forth.

(Notarial Seal)

G. W. Diefenbach. Notary Public.

Russell D. Beery, et ux.

To Filed and Recorded September 20" 1949 at 2:10 P. M. Second National Bank of Cumberland.

THIS MORTGAGE, made this 19th day of September, in the year Nineteen Hundred and Forty-Nine by and between Russell D. Beery and Anne H. Berry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of Sixteen Thousand (\$16000.00) Dollars to be paid with interest at the rate of five (5%) per cent per annum, computed monthly on unpaid balances, said indebtedness to be repaid by the payment of at least \$170.00 monthly, the first monthly payment of principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon, these pesents are executed. And whereas, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Russell D. Beery and Anne H. Beery, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors and assigns, the following property, to-wit: FIRST - All that property on Johnson Heights, in Cumberland, Allegany County, Mary-

land, known as Lots Nos. 14, 15 and 16 of Block No. 33 as shown on a revised plat of Johnson Heights Addition, dated April 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows, to-wit:

Beginning for the same at the point of intersection of the southerly side sentherds side of Pennhurst Street with the division line between Lots Nos. 13 and 14 of Block No. 33 as shown on the aforementioned map of the Johnson Heights Addition as filed in Plat Case No. 134, one of the Land Records of Allegany County, Maryland, and running then with the southerly side of Pen hurst Street, North 88 degrees 10 minutes East 105 feet to the point of intersection with the division line between Lots Nos. 16 and 17 of said Block No. 33. then with said division line and at right angles to Penhurst street, South 1 degree 50 minutes East 125 feet to a point on the northerly side of a 15-ft. alley, then with the northerly side of said alley and at right angles to the last named line South 88 degrees 10 minutes West 105 feet to the point of intersection with the dividing line between Lots Nos. 13 and 14 of Block No. 33 of said Addition, and then with said division line and at right angles to the last named line North 1 degree 50 minutes West 125 feet to the place of beginning.

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Being the same property which was conveyed unto the parties of the first part by deed of Johnson Realty Corporation et al dated September 3, 1941, which is recorded in Liber 199, Folio 184, one of the Land Records of Allegany County, Maryland.

SECOND: All that property on Johnson Heights in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 17 of Block No. 33 as shown on a revised plat of Johnson Heights Addition, dated April 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, said property fronting 47.5 feet on the Southerly side of Penhurst Street, and more particularly described as follows, to-wit:

Beginning for the same at a point where the westerly side of Avondale Avenue intersects the southerly side of Penhurst Street and running then along the westerly side of said Avondale Avenue South 1 degree 50 minutes East 125 feet to an alley, then with said alley South 88 degrees 10 minutes West 47.5 feet to the line dividing lots Nos. 16 and 17, Block No. 33, in said addition, then with said dividing line North, 1 degree 50 minutes West 125 feet to the southerly side of Penhurst Street, and then with said street North 88 degrees 10 minutes East 47.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James B. Reinhart, et ux, dated July 22, 1948, which is recorded in Liber 222, Folio 304, one of the Land Records of Allegany County, Maryland.

THIRD: All that lot, piece or parcel of ground lying and being on the easterly side of Pennsylvania Avenue known and designated as part of Lot No. 44 in the Highland Addition to South Cumberland, Maryland, a plat of which said addition is recorded in Liber 78, Folio 272, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Pennsylvania Avenue where the line dividing Lots Nos. 43 and 44 in said addition intersects the same, and running then with said Avenue, South 14 degrees 2 minutes West 37.5 feet, then South 75 degrees 58 minutes East 105 feet to an alley, then with said alley, North 14 degrees 2 minutes East 37.5 feet to the said dividing line between Lots Nos. 43 and 44, and then with said dividing line North 75 degrees 58 minutes West 105 feet to the place of beginning.

Being the same property which was conveyed unto Russell D. Beery by deed of Alla B. Brotemarkle et vir dated January 15, 1936, which is recorded in Liber 174, Folio 186, one of the Land Records of Allegany County, Maryland.

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

PROVIDED that if the said Russell D. Beery and Anne H. Beery, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of Sixteen Thousand (\$16,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Russell D. Beery and Anne H. Beery, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Russell D. Beery and Anne H. Beery, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole orin part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Second National Bank of Cumberland, its successors and assigns or Harry I. Stegmaier, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time the reafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Russell D. Beery and Anne H. Beery, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Russell D. Beery and Anne H. Beery, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or Companies, acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand (\$1600.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness the hands and seals of said mortgagors.

Russell D. Beery (SEAL) Attest: Angela W. McClure (SEAL) Anne H. Beery Angela W. McClure Anne H. Beery

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Russell D. Beery and Anne H. Beery, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, president of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid. Joseph F. Stakem, Notary Public. (Notarial Seal)

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The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland.

To

Filed and Recorded September 21" 1949 at 2:45 P. M. Cumberland Savings Bank of Cumberland, Md.

(Stamps \$11.00)

THIS MORTGAGE, made this 21st day of September, in the year Nineteen Hundred and Forty-Nine, by and between The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Ten Thousand (\$10,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of \$100.00 per month plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagor, party hereto and fully understood by it that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

NOW THERE FORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation does give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those two lots or parcels of ground situated on the South side of Elder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 160 and 161, on the plat of the Humbird Land and Improvement Company. Lot No. 160 having been conveyed unto the said party of the first part by J. Wilson Humbird and wife by deed dated June 10, 1915 and recorded in Liber No. 116, Folio 559, one of the Land Records of Allegany County, Maryland, and Lot No. 161 having been conveyed to it by Alvey S. Reckley by deed dated September 8, 1911, and recorded in liber No. 108, Folio 578, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed to The Assembly of God, of No. 120 Elder Street, Cumberland, Allegamy County, Maryland, a corporation by the Pentecostal Assembly of Cumberland, Maryland, a corporation, by deed dated the 24th day of August, 1920, and recorded in Liber 134, folio 196, one of the Land Records of Allegany County, Maryland.

Also: All that piece or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, in the State of Maryland, known, laid out and designated on the plat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, which plat is recorded in the back part of Liber No. 73, and the courses and distances of the Lots in which, are recorded in Liber No. 84, Folio 67, as Lot No. 162, which said lot is particularly described as follows:

Beginning on the South side of Elder Street, at the end of the first line of Lot No. 161, and running thence with said street, South 5 32 degrees East 30 feet; then South 362 degrees West 125 feet to an alley; and with it North 552 degrees West 30 feet to the end of the second line of Lot No. 161; and with it reversed. North 362 degrees East 125 feet to the beginning.

It being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation by Otho F. Dyer and Margaret A. Dyer, his wife, by deed dated the 29th day of May, 1941, and recorded in Liber 190, Folio 151, one of the Land Records of Allegany County, Maryland.

Also: All that lot or parcel of ground situated, lying and being on the Southerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, comprising the Westerly 15 feet of whole Lot No. 163, on the Plat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, Recorded in the back part of Liber 73, among the Land Records of said County, and the courses and distances of which are recorded in Liber 84, Folio 67, etc., of said Land Records and particularly described as follows:

Beginning on the Southerly side of Elder Street at the end of the first line of Lot No. 162, and running thence with said side of said Street, South 532 degrees East 15 feet; thence South 352 degrees West 125 feet to an alley; and with said alley, North 532 degrees West 15 feet to the end of the second line of Lot No. 162, and with it reversed, North 362 degrees East 125 feet to the beginning.

IT being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, by Cora M. Sampsell, (widow) by deed dated the 7th day of April, 1943, and recorded in Liber 195, Folio 678, one of the Land Records of Allegany County, Maryland.

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

PROVIDED, that if the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Ten Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The

Chattel Mortgage

Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, or F. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property here by mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of thetime, place. manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its representatives, heirs or assigns.

AND the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County. Maryland, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

Attest: Herman S. Athey,

(Corporate Seal)

F 1

THE ASSEMBLY OF GOD OF No. 120 ELDER STREET, CUMBERLAND, ALLEGANY COUNTY, MARYLAND

By Harry L. Brothers.

STATE OF MARYLAND. ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of September, in the year nineteen hundred and Forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared - President of The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation and acknowledged the aforegoing mortgage to be the Act and Deed of the Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland; and at the same time before me also personally appeared Marcus A. Naughton, vice president of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Qualistand, Maryland, Secember 13, 1949. For value processed the Gumberland Lavingo Brak, aumberland, Md, Kereby releases the within and abregaing mortgage. In witness whereof the Cumbiland Saving Benk of Cumbiland, Md Rad Caused these presents to be segred by its Vice Breedent and its Porporate and Revete of fixed this 13th day of Steember, 1949.

Cumberland Davingo Bank Cumberland, Maryland John L. Conway by Marcuel a Noughton 12/21/49. Vice President. (Corporate Seal) *********

To	Filed and Reco	rded Septembe	r 7" 1949	at 8:30 A.M	or processor of the	
	Acceptance Corporati MORTGAGE, Made this len E.		lay ofSe	ptember		19_ <u>49</u>
	Cumberland	of the	City of	Allegany		The Political Property of the Political Prop
State of Marylan	d, hereinafter called "Mortge		AMERICAN		CORPORATION OF	MARY LAND
61	N. Centre Street, Cum	berland, Md.			. hereinafter called	"Mortgagee."
	That for and in considerati					Dollars
amount Mortgage), the actual amount lent or hereby covenants to repay he following described person	unto Mortgagee a				
The chattels,	including household furnitur	re, now located at	No. 29 Ric	dgeway Terra	ce	Street
in said City County	f Cumberland, Allega	n y , in s	said State of	Maryland, that i	s to say:	

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland Marvland, that is to say:

MAKE MODEL Packard 4 door

YEAR

ENGINE No. E302531

SERIAL No. 15923464

OTHER IDENTIFICATION

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Three Hundred Sixty

Dollars, (\$___360.00_) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in _successive monthly installments as follows:__ 12 each; _ of each month beginning on the___ installments of \$___ October , 1949 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ service charges, in advance, in the amount of \$ 14,40 ... In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged per inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof, shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof, shall be delivered to the mortgagee and the mortgagee and receive and collect the same and execute in for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

Mailed Delivered

Allen E. Kelley

And in case said Mortgagor shall neglect or refuse to pay said taxes as aforesaid, or permit said goods or chattels to be damaged, injured or depreciated, then said Mortgagee may at said Mortgagee's option pay all such taxes and assessments aforesaid, repair any damage or injuries and restore any depreciation; and all sums of money thus expended are hereby secured by these presents and shall be repayable upon demand from said Mortgager to said Mortgagee, and may be retained by said Mortgagee from the proceeds of the sale of said goods and chattels herein

In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said goods and chattels or on any other property of Mortgagor or if a petition under the Bankruptcy Act or any Amendment thereof shall be filed by or against said Mortgagor or if said Mortgagor shall make an assignment for the benefit of his creditors, or if said Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft, or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecute, or shall choose so to do, then upon the happening of said contingencies or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payable, and said Mortgagoe at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said property might be, and take posession of and remove said property, and all equipment, accessories, or repairs thereon, which shall be considered a component part theroof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said goods and chattels, including reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said property shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor's heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagee, said Mortgagee's heirs, personal representatives, successors and assigns.

The above described goods and chattels when not in use will be stored at City land State Public Garage located at R.D. #3 Street Cumberland IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this September , 1949 at Cumberland, Maryland Witness:_ JosephF. Stakem Address: Albert & Windish (Seal) Witness: Address:_ (Seal) (Morigogor Sign Here) Witness: JosephF.Stake m Address: THE SECOND NATIONAL BANK OF CUMBERLAND (Corporate Seal) Ass't V. Pres. STATE OF MARYLAND, COUNTY OF Allegany I HEREBY CERTIFY that on this 21st day of September the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, Albert E. Windish personally appeared___ the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to bo act. And, at the same time, before me also personally appeared G.A. Caswell Agent The Second National Bank of Cumberland, Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagoe and duly authorized by said

WITNESS my hand and Notarial Seal [Notarial Seal]

Mortgagee to make this affidavit.

Joseph F. Stakem Notary Public.

lbur V. Wilson This Mortg	Filed and Reco	orded September 15" 1949 at 11:45 A.M. 15th day of September	Mortgage (Stamps \$1.10)
in the year Ninet	een Hundred and		_, by and between
F	Bruce V. Nines and	Thelma B. Nines his wife,	
of	llegany	County, in the State of Marylan Wilbur V Wilson	d
ofAl	legany	County, in the State ofMary	
	e second part, WITN		TAD OLDER AND SOFT DESTRUCTION OF the BASE

Whereas, the parties of the first part are now indebted unto the party of the second part in the full and just sum of One Thousand Two Hundred and Fifty (\$1,250.00) Dollars, for which they have given their promissory note of even date herewith payable on or before four years after date, with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Twenty Five (\$25.00) Dollars each month, the first monthly payment to be due and payable on October 15, 1949, and then on the 15th day of each month thereafter, interest to be calculated every three months on the principal due at the beginning of said three months, and all payments made during said period to be applied first to the interest and then to reduction of principal, interest for the following three months to be calculated on the principal as so reduced. It is understood that a failure to make the monthly payment when due shall not constitute a default if said payment is made within two months after the

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof. together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of land situate lying and being along the Westerly side of Oak Street, inthe City of Cumberland, Allegany County, Maryland, being part of Lot No. 16 and Lot No. 17 of Agnews Addition to Cumberland, Maryland, anddescribed as follows:

Beginning for the same at the beginning of Lot No. 16 it being the intersection formed by the Westerly side of Oak Street with the Southerly side of a nine foot alley (being the first alley South of High Street running between Oak Street and Thomas Streets) and running thence with the Westerly side of aforesaid Oak Street, South 20 degrees 30 minutes West 66-2/3 feet; thence crossing part of Lot No. 17 at right angles to Oak Street, North 69 degrees 30 minutes West 90 feet; thence with a line parallel to Oak Street, North 20 degrees 30 minutes East 66-2/3 feet to the Southerly side of the above mentioned nine foot alley; and with it, South 69 degrees 30 minutes East 90 feet to the place of beginning.

Being part of the same property conveyed by Adrian C. Kintner to the said Bruce V. Nines et ux by deed dated February 9, 1945, and recorded in Liber No. 202, folio 718, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Logether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

parties of the first part, their Provided, that if the said____ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor , administrator or assigns, the aforesaid sum of OneThousand Two Hundred and Fifty together with the interest thereon, as and when the same shall become due and payable, and in their part to be the meantime do and shall perform all the covenants herein on performed, then this mortgage shall be void.

may hold		
the magnitume all taxes assessments and pub	d and possess the aforesaid property, lio liens levied on eaid property, al	.l which taxe
mortgage debt and interest thereon, the said	parties of the first part,	
hereby covenant to pay when legally demanda	ble.	
But in case of default being made in p		aid. or of t
interest thereon, in whole or in part, or in gage, then the entire mortgage debt intended payable, and these presents are hereby dec	any agreement, covenant or condition to be hereby secured shall at once	n of this mor become due a
party of the second part, his	1. Stranger	
heirs, executors, administrators and assign his, her or their duly constituted attorney any time thereafter, to sell the property her and to grant and convey the same to the purch or assigns; which sale shall be made in man days' notice of the time, place, manner and land, Maryland, which said cale chall be at from such sale to apply first to the payment taxes levied, and a commission of eight per secondly, to the payment of all moneys owin	reby mortgaged or so much thereof as may asser or purchasers thereof, his, here of allowing to-wit: By giving at terms of sale in some newspaper publis public auction for cash, and the prof all expenses incident to such sale cent, to the party selling or making	y be necessar or their hei t least twen shed in Cumbe oceeds arisi , including a ing said sal
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James W. Hill			Mortgage
Oliver R. Len	olev	corded September 16"1949 at 11:05 A.	ч.
This/Mi	ortuane. Nada this	s 16th day of September	Name of the Land of Street,
in the year	Mineteen Hundred and	forty-nine	
	W. Hill and Evah S		, by and between
-	lllegany		aryland
part ies	of the first part, and	d Oliver R. Lepley	
of Alleg	ga n y	County, in the State of	Marvland
part_y	of the second part, WI		The second state of the second super-super
			payments, and there pr
Wherea	s, the said party of	f the second part has this day loans	d to the parties of
first part th	ne full and just sum	of Five Hundred (\$500.00) Dollars, whi	ich said sum the said
ies of the fi	irst part do here by	agree to repay within two years from	om the date hereof, t
gether with	interest thereon at	the rateof five (5%) per cent. per a	nnum, due and payabl
annually, acc	counting from the da	ite hereof.	
			Land, Maryland, and
now C	therefore, in considerate to secure the promp	tion of the premises, and of the sum of or of payment of the said indebtodness at	ne dollar in hand paid, the maturity thereof,
together wit	th the interest thereo	on, the said parties of the first part	TO THE COLUMN TWO IS NOT THE COLUMN TO THE COLUMN TWO IS NOT THE C
do g		and soll, convey, rolease and confirm un	CHARLES WIT TERRITOR

party of the second part, his heirs and assigns, the following property, to-wit: All that tract, piece or parcel of land lying about two and one-half miles eastwardly from the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

All that tract, piece or parcel of land conveyed by and described in a deed from Arthur M. Rice, et ux, to William H. Leasure, said deed bearing date the 24th day of September, 1934 and recorded in Liber No. 171, folio 449, one of the Land Records of Allegany County, Maryland, to which deed a reference if hereby made for a more complete description of said tract and parcel of land by metes, bounds, courses and distances.

a Belong Rollin at the State of Society, to and found; party, party and to adding party of

BEING the same property that was conveyed to the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded simultaneously with the recording of this Mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtonances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor , administrator or assigns, the aforesaid sum of Five hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

parties of the first part	d and possess the aforesaid property, up	on paving
the meantime, all taxes, assessments and pu	olic liens levied on said property, all	which taxe
mortgage debt and interest thereon, the sai		
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hereby covenant to pay when legally demands	able.	
But in case of default being made in printerest thereon, in whole or in part, or in gage, then the entire mortgage debt intended payable, and these presents are hereby dec	to be hereby secured shall at once bed	f this more come due a
	t, his	
heirs, executors, administrators and assign his, her or their duly constituted attorney any time thereafter, to sell the property her and to grant and convey the same to the purch or assigns; which sale shall be made in mer days' notice of the time, place, manner and land, Maryland, which said sale shall be at from such sale to apply first to the payment taxes levied, and a commission of eight per secondly, to the payment of all moneys owin	or agent, are hereby authorized and enceby mortgaged or so much thereof as may be user or purchasers thereof, his, her or mer following to-wit: By giving at 1 terms of sale in some newspaper published public auction for cash, and the proce of all expenses incident to such sale, it cent. to the party selling or making	e necessary their heir east twent d in Cumber eeds arisin ncluding at said sale
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	Francis Donahoe et ux To Filed and Recorded September 17" 1949 at 11:10 A.M. Violet Welsh Zimmerman et al (Stamps \$2.20) in the year Nineteen Hundred and Forty Nine by and between
	Francis Donahoe and Regina Ann Donahoe his wife
	of County, in the State or Maryland part ies of the first part, and Welsh Zimmerman, Homer S. Oster and Anna G. Oster his
	wife,
	of Allegany County, in the State of Maryland
	part ies of the second part, WITNESSETH:
with,	Whereas, the parties of the first part are now indebted to the parties of the second part, in the full and just sum of Two Thousand (\$2,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per annum, calculated semi-annually but payable in equal installments every month, of said amount \$1,000.00 being payable to Violet Welsh Zimmerman and \$1,000.00 being payable to Homer S. Oster and Anna G. Oster, his wife, as terants by the entities. The parties of the first part hereby covenant that the said \$2,000.00 is sufficient to pay all remaining bills owed for labor and materials for construction and completion of a
i i	dwelling on the parcel of ground covered by this mortgage and will be so immediately used by

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof. together with the interest thereon, the said parties of the first part

the parties hereto as per list of such bills furnished by the parties of the first part; that there are not any further contracts or obligations whatsoever outstanding in connection with the construction of said dwelling; that said dwelling is now completed; that all future work on said dwelling, if any, will be entirely independent of the original construction and subject to this mortgage.

give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece or parcel of land located on the Easterly side of the Knobley Road, which runs between the Bedford Road and the Valley Road about two miles Northeast of the City of Cumberland, in Election District No. 5, Allegany County, State of Maryland, and described as follows:

Beginning at a stake on the Easterly bank of the Knobley Road, ten feet from center thereof, and at the end of a reference line drawn South 15-1/4 degrees East 116.9 feet from center of a Jack Oak Tree, corner of Miller & Donahoe parcels of land, and running thence by new division lines as follows; South 84-3/4 degreesEast 110.5 feet to a Black Oak Tree; North 1 degree East 75 feet to a stake; North 84-1/4 degrees West 112.5 feet to a stake on the Lasterly bank of the aforesaid Knobley Road; thence by said road, South 1-3/4 degrees West 75 feet to the beginning.

Being the same property conveyed by William J. Winfield et ux to the said Francis Donahoe et ux by deed dated April 10, 1947, and recorded in Liber No.214, folio 604 one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their

_heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of Two Thousand(\$2,000,00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

parties of the first par	
the manntime all toyes accessments and n	old and possess the aforesaid property, upon paying in ublic liens levied on said property, all which taxes,
mortgage debt and interest thereon, the sa	id parties of the first part
hereby covenant to pay when legally demand	dable.
interest thereon, in whole or in part, or a gage, then the entire mortgage debt intended	payment of the mortgage debt aforesaid, or of the in any agreement, covenant or condition of this morted to be hereby secured shall at once become due and
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Two Thousand (\$2,000,00) Ind to cause the policy or policies issued ires, to inure to the benefit of the mortgage ithin in possession of the mortgage is, or the premiums thereon with interest as part of the premiums. The hands and seals of said it test Ina E. Hughes Ina E. Hughes Ina E. Hughes State of Maryland, Allegany County, in mit: Thereby rertify, That on this 17th the year nineteen hundred and formother public of the State of Maryland, in Francis Donahoe and Regin acknowledged the aforegoing the same time before me also personally are within population.	Dollars, therefor to be so framed or endorsed, as in case of agee s, their heirs or assigns, to the extent ereunder, and to place such policy or policies forthment mortgages may effect said insurance and collect of the mortgage debt. Mortgagors Francis Donahoe (Seal) Regina Ann Donahoe (Seal) (Seal) (Seal) (Seal) and for said County, personally appeared a Ann Donahoe, his wife, Ing mortgage to be their act and deed; and appeared wilbur V. Wilson, Agent, of

enneth Fuller et ux To Filedand Recorded September19" 1949 at 3:35 P M. umberland Savings Bank of Cumberland March 1989 at 3:35 P M.	Mortgage
umberland Savings Bank of Cumberland, Maryland	(Stamps \$2.75)
Chis Martyage, Made this 19th day of September	* * * * * * * * * * * * * * * * * * * *
Kenneth Fuller and Gladys R.Fuller, his wife	_, by and between
of Allegany County, in the State of	Maryland
part ies of the first part, and Cumberland Savings Bank of Cumberland, I orated under the Laws of the State of Maryland, a corporation	Maryland duly incorp-
of Allegany County, in the State of Maryls	ınd
partyof the second part, WITNESSETH:	THE REAL PROPERTY.

Whereas, The said Kenneth Fuller and Gladys R. Fuller, his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Two Thousand Six Hundred Twenty-three dollars and seven cents (\$2623.07), payable one year after date, with interest from date at the rate of Six per cent per annum, payable monthly asit accrues.

It is agreed by and between the parties hereto that the said parties of the first part

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$35.00 per month, plus interest at the rate of six per cent per annum.

It is also coveranted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kenneth Fuller and Gladys R.Fuller, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

**moirs and assigns, the following property, to-wit: All those certain pieces or parcels of real estate lying in the City of Cumberland, known as Lot No. 13 and Lot No. 14 in Highland Addition to Cumberland, more particularly described as follows:

LOT NO. 13. Begins at the end of 25 feet on a line drawn South 14 degrees 2 minutes West from an iron stake (said stake standing at the end of 25 feet on a line drawn South 14 degrees 2 minutes West from the end of the first line of Lot No. 12 and running thence South 14 degrees 2 minutes West 40 feet with the East side of Seymour Street; thence South 75 degrees 58 minutes East 103 feet to a twelve foot alley; thence North 14 degrees 2 minutes East 40 feet with the west side of said alley to the South side of First Street; thence North 75 degrees 58 minutes West 103 feet with the South side of First Street to the beginning.

LOTS NO. 14: Begins at the end of the first line of LotNo. 13 and runs thence South 14 degrees 2 minutes West 40 feet with the East side of Seymour Street; thence South 75 degrees 58 minutes East 103 feet to a twelve foot alley; thence North 14 degrees 2 minutes East 40 feet with the West side of said alley; thence North 75 degrees 58 minutes West 103 feet with the second line of said Lot No. 13 reversed to the beginning.

It being the same property which was conveyed to Kenneth Fuller and Gladys R.Fuller, his

It being the same property which was conveyed to Kenneth Fuller and Gladys R.Fuller, his wife, by Elizabeth Linn (Widow) by deed dated the 28th day of September, 1943 and recorded in Liber 197 folio 369 one of the Land Records of Allegany County, Maryland.

Logether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth Fuller and Gladys K. Fuller, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

** ********

	nneth Fuller and Gladys		
	may hold	d and possess the aforesaid property dic liens levied on said property, a	, upon paying ir
		Kenneth Fuller and Gladys R. Fu	
mortgage debt and 1	nterest thereon, the sale	Remeth Fuller and Gladys M. 1	ATTER MID WITE
hereby covenant to	pay when legally demanda	ble.	
interest thereon, i	in whole or in part, or in	ayment of the mortgage debt afores any agreement, covenant or condition to be hereby secured shall at once	on of this mort-
		lared to be made in trust, and the and, Maryland, its successors	said
neckowa werene karakowa	design assign	s, or F. BrookeWhiting	
any time thereafter and to grant and cor or assigns; which s days' notice of the land, Maryland, whi from such sale to ap taxes levied, and a	, to sell the property her avey the same to the purchasele ehall be made in many time, place, manner and che said sale shall be at pply first to the payment a commission of eight per	or agent, are hereby authorized an eby mortgaged or so much thereof as me aser or purchasers thereof, his, here following to-wit: By giving a terms of sale in some newspaper public auction for cash, and the prof all expenses incident to such sale cent. to the party selling or make gunder this mortgage, whether the	by be necessary, or their heirs it least twenty shed in Cumber-coceeds arising all ing and
		ce, to pay it over to the said Kennet	
Gladys A. Ful	ller his wife their	heira	n oastans
		wer but no sale, one-half of the ab	ove commission
hall be allowed and		their representatives, hei	rs or assigns.
And the said	Kenneth Fuller and Gla	dys R. Fuller, his wife,	
		further of this mortgage, to keep insured by	covenant to
Twenty- nd to cause the pol ires, to inure to the	seven Hundred licy or policies issued to be benefit of the mortgage	herefor to be so framed or endorsed see its successors	Dollars,
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Twenty- nd to cause the policies, to inure to the fits or its or ith in possession of the premiums thereon witness, the hardtest	seven Hundred licy or policies issued to the benefit of the mortgage their lien or claim her f the mortgagee , or the with interest as part of and and seal of said mo Carty yland,	cherefor to be so framed or endorsed to its successors in or assigns reunder, and to place such policy or post mortgagee may effect said insurant the mortgage debt. Setting or so the control of the co	Dollars, , as in case of s, to the extent clicies forth- nce and collect (Seal) (Seal)
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Twenty- nd to cause the policies, to inure to the its or ith in possession of the premiums thereon Witness, the hard test Ethel Mc State of Mary Allegany Con Thereby rerist the year nineteen Notary Public of the Kenneth Fulle d ack the same time before aberland Savings within named mor- regage is true and	seven Hundred licy or policies issued to be benefit of the mortgage their lien or claim her f the mortgagee, or the with interest as part of and and seal of said models of said models. Carty Gy, That on this 19th hundred and Forty- lie State of Maryland, in a r and Gladys R.Fuller, mowledged the aforegoing re me also personally app Bank of Cumberland, Marylangee and made oath in bone fide as therein	herefor to be so framed or endorsed se its successors in or assigns seunder, and to place such policy or p mortgagee may effect said insurar the mortgage debt. Settaggor s. Kenneth Fuller Gladys R. Eller h day of September nine , before me, t and for said County, personally appr his wife, mortgage to be their act a seared Marcus A. Naughton Vice Paland and due form of law, that the consider	Dollars, , as in case of i, to the extent olicies forth- ace and collect (Seal) (Seal) (Seal) (Seal) he subscriber eared and deed; and resident of the
Twenty- nd to cause the politices, to inure to the fits or ith in possession of the premiums thereon Witness, the hard ttest Ethel Mc State of Mary Allegany Con Interesty rertificate year nineteen Notary Public of the Kenneth Fulle dack the same time before mberland Savings e within named mor- regage is true and	seven Hundred licy or policies issued to be benefit of the mortgage their lien or claim her f the mortgagee, or the with interest as part of and and seal of said models of said models. Carty Gy, That on this 19th hundred and Forty- lie State of Maryland, in a r and Gladys R.Fuller, mowledged the aforegoing re me also personally app Bank of Cumberland, Marylangee and made oath in bone fide as therein	herefor to be so framed or endorsed se its successors in or assigns secunder, and to place such policy or p mortgagee may effect said insurar the mortgage debt. Kenneth Fuller Gladys R. Eller h day of September nine , before me, t and for said County, personally appellis wife, mortgage to be their act a beared Marcus A. Naughton Vice Paland	Dollars, , as in case of i, to the extent olicies forth- ace and collect (Seal) (Seal) (Seal) (Seal) he subscriber eared and deed; and resident of the

Adah Laffey_Sapiro et al
To Filed and Recorded September 20" 1949 at 11:30 A.M.
Chis /Horinage, Made this Nineteenthay of September
Purchase Money in the year Nineteen Hundred and Forty Nine by and between
Adah Laffey Sapiro and Moses H. Sapiro, her husband, and Rita M. Welsh, single, all
The State of West Virginia
parties of the first part, and Alvin H. Ternent
of Allegany County to the County Maryland
county, in the State of
part_yof the second part, WITNESSETH:
and the state of t
Whereas, the said parties of the first part are indebted unto the said party of the
second part for money borrowed in the sum of Three Thousand Dollars (\$3 000 00) as avidenced
second part for money borrowed in the sum of ThreeThousand Dollars (\$3,000.00) as evidenced by the Promissory Note of the said parties of the first part dated of even date berewith, for
the sum of Three Thousand Dollars (3),000.00) payable within Five(5) years from fate, to the order of the said party of the second part, with interest, payable Semi-annually, at the rate
of Four (4%) Percent per Annum, and
WHERE'AS, it is agreed by the partieshere to that the said parties of the first part may pay
the aforesaidprincipal indebtedness at any time within the aforesaid five (5) years from date hereof, provided that any one or more payments is not less than Three Hundred bollars (\$300.00
and
WHEREAS, it is agreed by the said parties of the first part that this Mortgage is given as
security for the aforesaid note of indebtedness, which indebtedness is for the purchase price of the hereinafter described real estate and therefore this Mortgage is a Purchase Money Mort-
gage.
and the control of the time and the time and the time of time of the time of time of the time of time of time of the time of time
Non Charles de la continue de la con
Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part , his
heirs and assigns, the following property, to-wit:
All of that lot of ground knownas Lot Number Ninety Four (94) as laid out on the Plat
of South Westermort Allegany County, Maryland, of The Westernport Real Estate and improvement
Company, fronting Twenty five (25) feet on the North side of Maryland Avenue in said Town and extending back in a Northerly direction the same width throughout a distance of one hundred (100)
foot to the Right of Way of the Western Maryland Rail road. Also that portion of the adjoining
Lot Number Ninety Five (95), on the aforesaid plat of South Westernport as fronts fifteen(15) feet on the North side of Maryland Avenue and runs back the same width a distance of one Hundre
1900) feet along with and adjoining Lot No. 94. to the Right of Way of the Western Maryland
(100) feet along with and adjoining Lot No. 94, to the Right of Way of the Western Maryland Railroad, making a block of land fronting Forty (40) feet on the North side of Maryland Avenue
and extending back the same widththroughout one hundred (100) leet to the highe of way of the
Western Maryland Railroad. TOGETHER with all of the improvements thereon, and all of the right, roads, waters,
Being the same property as conveyed unto the said parties of the first part by Martha Mansor, Widow, by deed dated September 10, 1949, which deed is to be recorded among the Land
Mansor, Widow, by deed dated September 10, 1949, which deed is to be recorded among the Land
Mansor, Widow, by deed dated September 10, 1949, which deed is to be recorded ambig the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. Being also the same property as conveyed unto Martha Mansor and Nassib Mansor, husband and wife, by Sam Peter
et ux by deed dated August 27, 1927, and recorded among the Land Records of Allegany County,
same property as conveyed unto Martha Mansor and Massib Mansor, has band and wile, by Sam recorded to by deed dated August 27, 1927, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 156, Folio 262.
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A method builded of the Charles of Maryland, in our case County, mercanally and the alliest values of all the Aden Ladder St. Select. all allest all allest all allest all allest
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A method builded of the Charles of Maryland, in our case County, mercanally and the alliest values of all the Aden Ladder St. Select. all allest all allest all allest all allest
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Adapting the training of the party of the pa
And the first training of the control to and the second process of the sales of the
A the reserve thereon, and the rights, reads, ways, waters.
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided that if the said parties of the first part, their
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided that if the said parties of the first part, their
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his Provided the second part, his Three Thousand Dollars \$\frac{1}{2}\$,000.0
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Three Thousand Bollars (\$3,000.0)
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the first part		
may hol	d and possess the aforesaid property,	upon paying
the meantime, all taxes, assessments and put		I which taxes
mortgage debt and interest thereon, the said	d parties of the first part,	
hereby covenant to pay when legally demands	able.	
But in case of default being made in p interest thereon, in whole or in part, or in gage, then the entire mortgage debt intended	any agreement, covenant or condition	of this mort
payable, and these presents are hereby dec	lared to be made in trust, and the sa	aid
heirs, executors, administrators and assign		
his, her or their duly constituted attorney any time thereafter, to sell the property her and to grant and convey the same to the purch or assigns; which sale shall be made in man days' notice of the time, place, manner and land, Maryland, which said sale shall be at from such sale to apply first to the payment taxes levied, and a commission of eight per secondly, to the payment of all moneys owin	or agent, are hereby authorized and eby mortgaged or so much thereof as may aser or purchasers thereof, his, here ner following to-wit: By giving at terms of sale in some newspaper publis public auction for cash, and the proof all expenses incident to such sale, cent, to the party selling or meking.	be necessary or their heir least twent hed in Cumber ceeds arisin including al
been then matured or not; and as to the balan		
part, their		
in case of advertisement under the above po-	wer but no sale, one-helf of the above	assigns, an
shall be allowed and paid by the mortgagor.s.	their representatives heir	ve commissio
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THE REAL PROPERTY AND LABOR.

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	Harry W. Appold et ux To Filed and Recorded September 20" 1949 at 2:15 P.M. Mortgage The Real Estate and Building Co. of Cumberland Moralland Moralland
	The Real Estate and Building Co. of Cumberland, Maryland (Stamps \$1.65)
	This Mortgage, Made this 19th day of September (Stamps \$1.65)
	in the year Nineteen Hundred and Forty-Nine
	Harry W, Appold and Carrie Appold, his wife,
	of Allegany County, in the State of Maryland
	part ies of the first part, and The Real Estate and Building Company of Cumberland, Maryland,
	a corporation existing under the laws of the State of Maryland,
1	of Allegany County, in the State of Maryland
5	part y of the second part, WITNESSETH:
1	Whereas, the said parties of the first part are indebted unto the party of the second
1	part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) for money this day loaned
1	the parties of the first part, and which said principal sum of Fifteen Hundred Dollars (\$1500.00)
	Who will interest at the rate of bix per Centum (6%) per Amount he nameter of the state
	part hereby agree to repay in payments of not less than Forty Bollone (\$10 00)
	payments to apply lifet to interest and the balance to principal The first of said month in
	payments shall be due October 15, 1949 and shall continue monthly until the full amount of the principal and interest is paid.
•	The same and the second second and the second secon
	and the second set is linear than as in the property of the second set in the second s
	Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
	together with the interest thereon, the said parties of the first part
	thing to be become and arrived beguggeen revenue and on alternatively and parallels.
	do give, grant, bargain and sell, convey, release and confirm unto the said
	party of the second part, its successors
	heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and
	situated in Election District No. 22 in Allegany County, Maryland, on the Westerly side of the
	County Road commonly known as the Country Club Road or Christy Road, said property having a
	frontage of 220 feet on said Country Club Road and running back an even distance of 300 feet. It being the same property which was conveyed unto the parties of the first part by two deeds,
	the first from Caroline S. King, et ux, dated April 4, 1942, and recorded among the Land
	Records of Allegany County, Maryland, in Liber 193, folio 683, and the second from Caroline S.
	King, widow, dated December 3, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 207, folio 445, Excepting, however, the parcel of land fronting 50 feet on
	said Country Club Road which was sold by the parties of the first part to Samuel M. Clopper.
	et ux, by deed dated May 13, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 210, folio 208; to all of whichsaid deeds reference is made for a more
	complete description of the property herein conveyed.
	The parties of the first part do further bargain and sell, release and convey unto the party of the second part the following chattels located upon the hereinabove described property:
	1 Dunlan 41 gear No. 1030406 with R and M Motor No. M2124GB. 1 Craftsman Bandsaw No. 42924250
	with Dunian Maton No. 1167210-01/8 1 Craftsman Drill Press No. 11303103 With Westinghouse
	Motor No. 728-1305, 1 Craftsman Jointer No. 10323220 with Dunlap Motor No. 1156960-K447,1Craftsman cut-Off saw No. 11322401 with Craftsman Motor No. 1156848, 1 Lathe set with Delco Motor No.
	A6300, 1 Craftsman Sander No. 1030803 with G.E. Motor No. 1125221, 1 Grunow Electric Refrigerator, 1 Kenmore Electric Stove, and miscellaneous tools and motors.
	STOP KANMOPA E LACTIM C STOVA . SHO MISCELLANEOUS WOLS & NO US & NO US .

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

the meantime, all taxes, assessments and public liens levied on said property, all which taxe mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due at paymable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors BRINGY PROPORTIEST AND	may hold	and possess the aforesaid property	, upon paying i
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Jand day of May, Minteen Hundred and Holy Stand Company, this - Jestenry Holyshu (Carpents, God)	State of Maryland. Allegany County, in wit: Thereby rertify, that on this 19th the year nineteen hundred and Forty-Nin Notary Public of the State of Maryland, in an Harry W. Appold and Carrie Appold, h they acknowledged the aforegoing the same time before me also personally apperate and BuildingCo. of Cumberland, Maryland ortgage is true and bona fide as therein set f Withess my hand and Notarial Seal the day starial Seal)	day of September day of September day of September d for said County, personally appels wife, mortgage to be their act a ared Charles G. Holzshu, President orth, and that he is duly authorized and year aforesaid. J. Henry Holzshu	(Seal) (Seal) (Seal) (Seal) (Seal) he subscriber eared and deed; and t of The Real ation in said
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Jerome Brailer et ux To Filed andRecorded September 23" 1949 at 2:40 P.M	Mor tgage
The First National Bank of Mount Savage, Maryland.	(Stamps \$1.65)
This Muritage, Made this 19th day of September	walk of the balk.
in the year Nineteen Hundred and forty-nine F. Jerome Brailer and Alma M. Brailer, his wife,	, by and between
of Allegany County, in the State of Maryl	and,
parties of the first part, and TheFirst National Bank of Mount Savabanking corporation,	ge, Maryland, a natio
and he we address to other equations off he descript at about sorted Moneton.	
of Allegany County, in the State of Mar. part y of the second part, WITNESSETH:	land

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Seventeen Hundred and Fifty Dollars (\$1,750.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

All those lots or parcels of land located in the Village of Mount Savage, Allegany County, Maryland, at or near the intersection of OldRow and New Row, and more particularly described as follows, to wit:

FIRST: BEGINNING for the same at an iron peg from which the Southeast corner of Thomas

FIRST: BEGINNING for the same at an iron peg from which the Southeast corner of Thomas Malloy's house lies North 44 degrees 65.2 feet and running thence from said peg South 41 degrees West 74.3 feet to a peg, then along and in the direction of a stream South 39 degrees East 74.3 feet to a peg at the edge of a road, thence along the said road North 58 degrees East 66.9 feet to a stake, thence North 34 degrees 30 minutes West 97.1 feet to the place of beginning.

SECOND: BEGINNING for the same at the end of the second line of a deed recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. JWY 105, folio 519 and running thence South 45 degrees 15 minutes West 25.7 feet to a peg on the Northeast side of a streammear Bridge, thence along the stream North 41 degrees 30 minutes West 75.5 feet to a peg; thence along an alleyway North 47 degrees East 29.0 feet to a peg, this being the end of the first line of the deed recorded as aforesaid in Liber JWY 105, folio 519, thence with the second line of said deed South 39 degrees East 74.3 feet to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by Lawrence Brailer et al by deed dated July 15, 1944 and recorded among the Land Records of Allegany County, Maryland in Deed Liber No. 201, folio 251.

Strate Public of the State of Morgand, in soft for said family, protecting the supplier of

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors and

the meantime do and shall perform all the covenants herein on their _____ part to be performed, then this mortgage shall be void.

may	y hold and possess the aforesaid property, upon paying in
	nd public liens levied on said property, all which taxes
mortgage debt and interest thereon, the	e said parties of the first part
hereby covenant to pay when legally de	mandable.
But in case of default being made	in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, gage, then the entire mortgage debt into	or in any agreement, covenant or condition of this mort- ended to be hereby secured shall at once become due and
	declared to be made in trust, and the said
	rage, Maryland, its successors and assigns,
Alax have mentioned duly constituted attered any time thereafter, to sell the property and to grant and convey the same to the poor assigns; which sale shall be made in days' notice of the time, place, manner land, Maryland, which said sale shall be from such sale to apply first to the pays taxes levied, and a commission of eight	orney or agent, are hereby authorized and empowered, at y hereby mortgaged or so much thereof as may be necessary. Our chaser or purchasers thereof, his, her or their heirs a manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumberee at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all the per cent. to the party selling or making said sale; cwing under this mortgage, whether the same shall have
been then matured or not; and as to the b	alance, to pay it over to the said
parties of the first part, their	
n case of advertisement under the abov	heirs or assigns, and power but no sale, one-half of the above commission
hall be allowed and paid by the mortgage	ors, their representatives, heirs or assigns.
And the said parties of the first	
	further covenant to ence of this mortgage, to keep insured by some insurance
and to cause the policy or policies issuires, to inure to the benefit of the more	tgageeits successors battersor assigns, to the extent
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state of Maryland, Allegany County, to mit: Thereby rertify, That on this 19 the year nineteen hundred and forty lotary Public of the State of Maryland, F. Jerome Brailer and Alma M.Braithey acknowledged the aforege the same time before me also personally within named mortgagee and made outstands.	mortgaged land to the amount of at least (\$1,750.00) Led therefor to be so framed or endorsed, as in case of trageeits successors between assigns, to the extent in hereunder, and to place such policy or policies forther the mortgage may effect said insurance and collect to of the mortgage debt. Led Brailer F. Jerome Brailer (Seal) Alma M. Brailer (Seal) Alma M. Brailer (Seal) (Seal) th day of September in and for said County, personally appeared ler, his wife, soing mortgage to be their act and deed; and appeared L.A. Fannon, Cashier of The First Nation of the day of the subscriber of the subscriber and the subscriber act and deed; and appeared L.A. Fannon, Cashier of The First Nation of the subscriber of the subscriber and the subscriber act and deed; and appeared L.A. Fannon, Cashier of the First Nation of the subscriber act and deed; and appeared L.A. Fannon, Cashier of the First Nation of the subscriber act and deed; and appeared L.A. Fannon, Cashier of the First Nation of the subscriber act and deed; and appeared L.A. Fannon, Cashier of the First Nation of the subscriber act and deed; and appeared L.A. Fannon, Cashier of the First Nation of the subscriber act and deed; and appeared the subscriber act and act and deed; and appeared the subscriber act and appeared the subscriber act and act
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To FiledandRecorded September 23" 1949 at 3:30 P.M.	Mortgage
This Mortgage, Made this 21st day of September	(Stamps \$2.75)
in the year Nineteen Hundred andForty-nine Keith S. Mauzy and Melba L. Mauzy his wife,	, by and between
ofCounty, in the State ofpartiesof the first part, andS.Geneva Height Heffley, widow,	Maryland
of	lvania.

Whereas, the Partiesof the First Part are justly and bona fidely indebted unto the party of the second part in the full and just sum of Two Thousand Six Hundred (\$2,600.00)Dollars loaned unto the said parties of the first part this day by the said party of the secondpart, and which sum shall be come due and payable five years from the date hereof, with the right reserved unto the said parties of the first part to prepay any or all of said principal sum at any time prior to maturity, and which said sum shall bear interest at the rate of six per cent (6%) per annum which said interest shall be computed and paid quarterly, the first of which said payments shall be and become due and payable on the 22nd day of December, 1949, and quarterly thereafter.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Keith S. Mauzy and Melha L. Mauzy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said S.Geneva Height Heffley, her

heirs and assigns, the following property, to-wit: Allof that certain lot or parcel of land situate, lying, and being on the East sideof the Murley's Branch Road, near the village of Flintstone aforesaid; it being a part of the land conveyed to the said Saul P. Mauzy and Gertie V. Mauzy, his wife, by Homer D. Whip and Pluma R. Whip, his wife, by deed dated the 4th day of August, 1944, and recorded in Liber 201, Folio 310, one of the Land Records of Allegany County, Maryland, and the lot or parcel herein conveyed is more particularly bounded anddescribed as follows, to wit:

BEGINNING at a stake driven on the Last side of said Murley's Branch Road, this stake being at the end of the eleventh line of the above land conveyed to Saul P.Mauzy et ux as afresaid and also the starting point of the first line of the so-called M.E.Church, South lot; thence and with said first line, corrected as of November, 20, 1946, South 63 degrees Last 100 feet to a stake driven beside the fence; thence South 27 degrees West 100 feet to a stake; thence North 63 degrees West 124 feet to a stake beside the said Murley's Branch Road; thence and with said road, North 37 3/4 degrees Last 96 feet to the place of beginning, containing approximately one-eighth of an acre more or less.

oad, North 37 3/4 degrees East 96 feet to the place of beginning, containing approximately oneeighth of an acre, more or less.

The aforesaid land is the same land which was conveyed by deed dated the 21th day of
November, 1946, by Saul P. Mauzy and Gertie V. Mauzy his wife, unto Keith S. Mauzy and Melya L.
Mauzy, his wife and which said deed is recorded in Liber No. 213, folio 124, one of the Land
Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for
a fuller and more particular description of saidlands hereby conveyed by way or mortgage.

a Motory Potents at the State of Stoplant, in and for raid Louisy, princently appeared

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Keith S. Mauzy and Melba L. Mauzy his wife, their heirs, executors, administrators or assigns, do and shall pay to the said S.Geneva Height Heffley, her executor , administrator or assigns, the aforesaid sum of Two Thousand Six Hundred(\$2,600.00) executor , administrator or assigns, the aforesaid sum of Two Thousand Six Hundred(\$2,600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and	possess the aforesaid property,	upon paying i
the meantime, all taxes, assessments and public 1	iens levied on said property, al	1 which taxes
mortgage debt and interest thereon, the said Kei	th S. Mauzy and Gertie V. Mar	uzy, his wif
hereby covenant to pay when legally demandable.	The state of the s	December 1
But in case of default being made in paymen interest thereon, in whole or in part, or in any agage, then the entire mortgage debt intended to be payable, and these presents are hereby declared S. Geneva Height Heffley, her	agreement, covenant or condition a hereby secured shall at once b	of this mort
	Forl Edmind Manne	
heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or a any time thereafter, to sell the property hereby me and to grant and convey the same to the purchaser of or assigns; which sale shall be made in manner f days' notice of the time, place, manner and terms land, Maryland, which said sale shall be at publi from such sale to apply first to the payment of al taxes levied, and a commission of eight per cent secondly, to the payment of all moneys owing und	gent, are hereby authorized and ortgaged or so much thereof as may or purchasers thereof, his, here ollowing to-wit: By giving at of sale in some newspaper publis a auction for cash, and the prolexpenses incident to such sale, to the porty calling or as a sale, to the porty calling or as a sale, to the porty calling or as a sale.	be necessary or their heir least twent hed in Cumber ceeds arisin including al
been then matured or not; and as to the balance, to	nay it over to the soid	ame shall hav
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or advortisoment dadel the above power by	it no sale, one-half of the abo	ve commission
shall be allowed and paid by the mortgagors, the	representatives, heir	s or assigns
And the said Keith S. Mauzy and Melba L.		
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ames F. McKenzie et ux To Filed and Reco	rded September	23" 1949 at	3:30 P.M.	Mortgage (Stamps \$5.50)
This Anrigur, Made this 22nd in the year Nineteen Hundred and Forty-ni	day of	September	terroll of t	
James F. McKenzie and Beula	h C. McKenzie,	his wife,	, by	and between
of Allegany part ies of the first part, and Clinto	County, in the	State of Mary	land	
of Bedford party of the second part, WITNESSETH:	_County, in the	State of	Pennsylv	ania

Whereas, The Parties of the first Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sumof Five Thousand (\$5,000.00) Pollars, which said sum was loaned by the said Party of the Second Part unto the said Parties of the First Part this day, and which said sum shall be payable at the rate of Thirty Dollars (\$30.00) per month, the first of which said monthly payments shall become due and payable on the 1st day of January, 1950, and monthly thereafter upon the first day of each succeeding month until the fullprincipal sum shall have been paid; and the said principal sum shall draw interest at the rate of three per cent (3%) per annum, which said interest shall be computed monthly upon the unpaid principal sum and shall be paid in addition to the said monthly payments of Thirty Dollars upon the principal with the right reserved unto the said Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to maturity.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James F. McKenzie and Beulah C. McKenzie, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Clinton E.Bowman, his

heirs and assigns, the following property, to-wit: ALL that piece or parcel of ground situate at the intersection of the Northwest side of the Vocke Road and the East side of the Winchester Road, about 2½ miles North of Cresaptown, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

particularly described as follows, to wit:

BEGINNING for the said tract at an iron pipe stake at the point of intersection of the Nortwest side of the Vocke Road and the East side of the Winchester Road, said stake also stands 33 feet from the centre lines off the said Vocke Road and the said Winchester Road; and running thence with the East side of the said Winchester Road and 33 feet from the center line thereof (Magnetic Bearings as of April, 1948, and with Horizontal Measurements) North 19 degrees 16 minutes West 26.4 feet to a stake; North 7 degrees 18 minutes East 132.1 feet to a stake; and North 2 degrees 57 minutes West 51.5 feet to a stake; thence leaving the East side of the said Winchester Road, and at a right angle to the last-named line, North 87 degrees 3 minutes East 142.95 feet to a stake; thence South 19 degrees 00 minutes East 154.9 feet to an iron pipe stake standing on the Northwest side of and 33 feet from the center line of the aforemental vocket Road, and at a tight angle to the last-named line South 19 degrees 00 minutes East 174.9 feet to an iron pipe stake standing on the Northwest side of and 33 feet from the center line of the aforemental vocket Road, and at a tight angle to be last-named line South 19 degrees 00 minutes East 174.9 feet to the beginning, containing 72/100 of an acre more or less.

The afore said tract of land is the same land which was conveyed by deed dated the 24th day of April 1943, by George L. Longerbeam, et al. to James F. McKenzie and Beulah C. McKenzie,

The afore said tract of land is the same land which was conveyed by deed dated the 24th day of April, 1943, by George L. Longerbeam, et al, to James F.McKenzie and Beulah C. McKenzie, his wife, and which said deed is recorded in Liber 220, folio 172, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said lands hereby conveyed by way of mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James F. McKenzie and Beulah C. McKenzie, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

executor , administrator or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

the meantime, all taxes, assessments and publimortgage debt and interest thereon, the said		upon paying
mortgage debt and interest thereon, the said		
	James F. McKenzie and Beulah	C. McKenzie
hereby covenant to pay when legally demandable	.0.	
But in case of default being made in pay interest thereon, in whole or in part, or in a gage, then the entire mortgage debt intended t	ny agreement, covenant or condition	n of this mon
payable, and these presents are hereby decla		
Clinton E. Bowman, his	and the s	aru
heirs, executors, administrators and assigns,	- Ford Edmind Manager	4
his, her or their duly constituted attorney of any time thereafter, to sell the property hereby and to grant and convey the same to the purchas or assigns; which sale shall be made in manned days' notice of the time, place, manner and te land, Maryland, which said sale shall be at pufrom such sale to apply first to the payment of taxes levied, and a commission of eight per consequently to the payment of all the percent of the payment of all the percent secondly.	y mortgaged or so much thereof as may er or purchasers thereof, his, her r following to-wit: By giving at rms of sale in some newspaper public blic auction for cash, and the pre- all expenses incident to such sale	y be necessar or their hei t least twen shed in Cumbe oceeds arisin including a
- co one payment of all moneys owing	under this mortgage, whether the s	ame shall har
been then matured or not; and as to the balance James F. McKenzie and Beulah C. McKenzie,	, to pay it over to the said	
in case of advertisement under the above power	r but no sole heirs or	r assigns, a
shall be allowed and naid by the montages a	their	ove commission
shall be allowed and paid by the mortgagor s,	representatives, heir	rs or assigns
And the said James F. McKenzie and Beul	ah C. McKenzie, his wife.	
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	4.
Harry P. Miller Filed and Recorded September 24" 1949 at 10:30 A.M. Mortgag	
OHIS /MITTING V	'e
in the year Nineteen Hundred and Forty Nine	
Harry P.Miller, divorced , by and between	161
of Allegany County, in the State of Maryland	2 7
party of the first part, and Robert W. Schaffer and Genevieve Yonkers Schaffer, h	is wife
of Bernalillo	
of Bernalillo County, in the State of New Mexico part ies of the second part, WITNESSETH:	
Whereas, The said Harry P.Miller stands justly indebted unto the said mortgages loan contemporaneous herewith, in the principal sum of One Thousand Eight Hundred (\$1800 on the unpaid principal until paid, principal and interest being payable at such place as parties hereto may mutually decide, in monthly installments of One Hundred (\$100.00) Do commencing on the 15th day of October, 1949, and continuing on the 15th day of each, mon after until the principal and interest are fully paid, except that the privilege is resprepay at any time, without premium or fee, the entire indebtedness or any part thereof.	annum the llars, th there-
The second secon	
Now Cherefore , in consideration of the premises, and of the sum of one dollar in hand pai and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Harry P. Miller	d, f,
do hereby give, grant, bargain and sell, convey, release and confirm unto the said dobert W.Schaffer and Genevieve Yonkers Schaffer, nis wife, their	
heirs and assigns, the following property, to-wit: All that tract, part of tract, piece cel of land situate near the Baltimore Turnpike about 6½ miles wast of the City of Cumber in Allegany County, Maryland, and particularly described as follows, to-wit: BUGINNING for the same at a planted stone with a cross cut in its top and standing on East side of the Baltimore Turnpike about 51 feet from the center of said Pike and near and also near the North end of a Tile Stone Culvert and also being at the end of the refi line drawn North 19 degrees East 114 3/10 feet from the Northmest corner of Leroy' Chane frame dwelling house; and running thence South 25 1/2 degrees wast 108.5 feet to a plant South 69 1/4 degrees East 100 feet to a Walnut Tree bearing six notches; North 6/3 3/4 degrees East 82 feet to a planted stone with three notches the top; North 9 degrees West 124 feet to a yellow pine tree bearing six notches; North degrees East 177.5 feet to a stake; North 17 degrees East 129 feet; North 25 degrees East 23.3 feet to the division fence between this property a property of A.T. McLuckie's farm; thence with said division fence, North 60 degrees West feet to the East edge of the concrete shoulder on the East side of said Baltimore Timppi thence along the East side of said Baltimore Pike the three following lines, South 3/4 deg 219 feet; South 20 1/4 degrees West 252 feet; South 19 degrees West 368.3 feet to the plue beginning, containing 4 1/4 acres of land more or less, excepting, however, from theoper of this mortgage so much of said whole tract which was conveyed by Blanche Arbutus Yonke to Mary G. Brinham, by a deed dated September 21, 1936, and recorded in Liber 175, folio of the Land Records of Allegany County, Maryland. It being the same property which was conveyed to the said Harry P. Miller, by Mobert and Genevieve Yonkers Schaffer, his wife, by deed of even date here with, and to be record the Land Records of Allegany County, Maryland, immediately prior to the recordation hereof this mortgage is given	the a drain erence y's ed stone; grees cut in 8 1/2 st 130 nd the 242 ke; rees West acc of ation ret al 687 W. Schaffered among
The state Age and the state of the speciment of the state	
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters privileges and appurtenances thereunto belonging or in anywise appertaining.	
Provided that is the sold "Marry P. Miller, his	
heirs, executors, administrators or assigns, to and shall pay to the	-
executors , administrators or assigns, the aforesaid sum of Element number buttaisted	2.0
together with the interest thereon, as and when the same the the the same the the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.	

Harry P. Miller, his heirs, per	rsonal representatives and assigns
may hold an	d possess the aforesaid property, upon paying in
	liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said	
Harry P. Miller hereby covenant to pay when legally demandable.	•
But in case of default being made in payme	ent of the mortgage debt aforesaid, or of the y agreement, covenant or condition of this mort- be hereby secured shall at once become due and
payable, and these presents are hereby declare Robert W.Schaffer and Genevieve Yonkers Sc	
meirs, executors, administrators and assigns, o	
his, her or their duly constituted attorney or any time thereafter, to sell the property hereby and te grant and cenvey the same to the purchaser or assigns; which sale shall be made in manner days' notice of the time, place, manner and term land, Maryland, which said sale shall be at published. Trom such sale to apply first to the payment of a taxes levied, and a commission of eight per centages.	agent, are hereby authorized and empewered, at mortgaged or so much thereof as may be necessary, or purchasers thereof, his, her or their heirs following to-wit: By giving at least twenty ms of sale in some newspaper published in Cumberlic auction for cash, and the proceeds arising all expenses incident to such sale, including all at. to the party selling or making said sale; ader this mortgage, whether the same shall have
een then matured or not; and as to the balance,	to pay it over to the said
Harry P. Miller, his	heirs or assigns, and
hall be allowed and and the above power	but no sale, one-half of the above commission
	his representatives, heirs or assigns.
And the said Harry P, Miller	
One Thousand wight Hundred Dollars (\$1800.0 and to cause the policy or policies issued there	efor to be so framed or endorsed as in case of
nd to cause the policy or policies issued there ires, to inure to the benefit of the mortgagees their lien or claim hereund the in possession of the mortgagee, or the mortgagee premiums thereon with interest as part of the	Dollars, effor to be so framed or endorsed, as in case of , their heirs or assigns, to the extent der, and to place such policy or policies forthrigagee may effect said insurance and collect mortgage debt.
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Inc. Thousand eight Hundred Dollars (\$1800.0 and to cause the policy or policies issued there ires, to inure to the benefit of the mortgages so their lien or claim hereund ith in possession of the mortgages , or the more premiums thereon with interest as part of the Witness, the hand and seal of said mortgatest John M. Robb State of Maryland, Allegany County, to wif: Thereby reriffy, That on this 21st the year nineteen hundred and Forty Nine Notary Public of the State of Maryland, in and in arry P. Miller, divorced de acknowledged the aforecains are	Dollars, efor to be so framed or endorsed, as in case of , their heirs or assigns, to the extent der, and to place such policy or policies forth-rigagee may effect said insurance and collect mortgage debt. agor Harry P Miller (Seal) (Seal) (Seal) (Seal) day of September before me, the subsoriber for said Ceunty, personally appeared
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Die Thousand Light Hundred Dollars (\$1800.4 and to cause the policy or policies issued there ires, to inure to the benefit of the mortgagees of their lien or claim hereund ith in possession of the mortgagee, or	Dollars, effor to be so framed or endorsed, as in case of , their heirs or assigns, to the extent der, and to place such policy or policies forth-rigagee may effect said insurance and collect mortgage debt. agor Harry P Miller (Seal) (Seal) (Seal) (Seal) (Seal) day of September before me, the subsoriber for said Ceunty, personally appeared ortgage te be his act and deed; and ed C. A. Jewell, agent for
State of Maryland, Allegany County, to mit: Thereby reriffy, That on this 21st the year nineteen hundred and Forty Nine Notary Public of the State of Maryland, in and inarry P.Miller, divorced aeknowledged the aforegoing me the same time before me also personally appear.	Dollars, effor to be so framed or endorsed, as in case of , their heirs or assigns, to the extent der, and to place such policy or policies forth-rigagee may effect said insurance and collect mortgage debt. agor Harry P Miller (Seal) (Seal) (Seal) (Seal) day of September , before me, the subscriber for said County, personally appeared artgage to be his account deed; and ed C. A. Jewell areat for said deed; and ed C. A. Jewell areat for said county.

Carl Wells Mathis

2

ChattelMortgage

To Filed and Recorded September 16" 1949 at 1:00 P.M.

The Liberty Trust Company

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 15th day of September 1949 , by and between Carl Wells Mathis

of Allegany County, Maryland , party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

the same shall be due and payable.

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Seventeen hundred and eighty-nine and--96/100 payable one year after date hereof, together with interest thereon at the rate of five per cent (5%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns fellowing described personal property:

1949 Mercury Four Door Sedan Motor # 9CM260037 Serial #(CM260037

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Carl Wells Mathis shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforedescribed a vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspapor published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the fis personal representatives and assigns, and in the case of advortisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgager, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 15th day of September 1949 .

Thos J McNamee ______ Carl Wells Mathis _____ (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 15th day of September 1949, , before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

appeared Carl Wells Mathis

the within mortgager and acknewledged the aforegoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles
A. Piper, President of the within named mortgagee, and made oath in due form of law that the
consideration in said mortgage is true and bona fide as therein set forth, and further made oath
that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(NotarialSeal)

hos J McNamee Notary Public

nan tanan tah tah ta a tah tah tah

William R. Simpson et ux

Mortgage

To Filed and Recorded September 22" 1949 at 11:50 A.M.
The Liberty Trust Company, Cumberland, Maryland

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(Stamps \$2.75)

THIS MORTGAGE, Made this 21st day of September, in the year nineteen hundred and fortynine by and between William R. Simpson and Marguerite Aline Simpson, his wife, of Allegany County,
Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of
Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of
the second part, hereinafter sometimes called mortgagee,

Witnesseth:

whereas, the said William R. Simpson and Marguerite Aline Simpson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the saidThe Liberty TrustCompany one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, june 30, September 30, and December 31 of each year, the firstpro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William R. Simpson and Marguerite Aline Simpson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots, pieces or parcels of ground consisting of part of Lot No. 16 of Block 47 of Potomac Park Addition, and also the vacancy lying between Lot No. 16 and Cresap Road in said Block situated about four miles west of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at a stake standing on the southwest side of K. Avenue, said stake also standing North 38 degrees 54 minutes West 13.75 feet from the North corner of Lot No. 15 of the aforementioned Block No. 47 and running then with the Southwest sideof K Avenue (true North bearings and horizontal measurements), North 38 degrees 54 minutes West 61.25 feet to a stake standing on the Southeast side of Cresap Road, then with the Southeast side of Cresap Road, South 43 degrees 56 minutes West 120.93 feet to a stake standing on the Northeast side of a 20 foot alleyway, then with said alleyway, South 38 degrees 54 minutes East 46.25 feet to a stake standing North 38 degrees 54 minutes West 13.75 feet from the West corner of Lot No. 15 of Block 47 of the aforementioned Potomac Park Addition, and then at right angles to said alleyway, North 51 degrees 6 minutes East 120 feet to the place of beginning, containing 3/100 acres, more or less.

A plat and description of the lots in Potomac Park Addition are recorded in Liber 130, folio 1, one of the Land Records of Allegany County.

It being the same parcel which was conveyed unto the said Mortgagors, by The Cumberland Industrial Corporation et al., by deed dated November 10, 1939, and recorded in Liber 185, folio 164, one of the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two

Thousand Five HundredDollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, uponpaying in the meantime, all taxes, assessments and public liens leviedon said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgage as additional security and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to behereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George K. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns: which sale shall be made in manner following to wit: By giving at least twenty lays' notice of time, place, manner and terms of sale, in somenewspaper published in Cumberland, Maryland, wint ch terms shall be cash on theday of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, andin case said property isadvertised, under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid allexpenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under thismortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaidare to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.
ATTEST:

William R.Simpson (Seal)
Marguerite Aline Simpson (Seal)

Celestine H.Rhind

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 21st day of September, in the year mineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the

county aforessid, personally appeared William R. Simpson and Marguerite Aline Simpson, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the saidCharles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

(Notarial Seal)

Celestine H. Rhind, Notary Public.

My commission expires May 7, 1951.

George A. Fogtman Executor

Deed of Release of Mortgage

To Filed and Recorded September 22" 1949 at 11:45 A.M. Adalbert M. Spioch et ux

THIS DEED OF RELEASE OF MORTGAGE, Made this 16th day of September, 1949, by George A. Fogtman, Executor of the Estate of August H.Fogtman, deceased.

WHEREAS, by mortgage bearing date March 25, 1931, and recorded in Liber No. 117 folio 439 one of the Mortgage Records of Allegany County, the hereinafter described property became encumbered unto Paul Ritter, to secure an indebtedness of FiveHundred Dollars (\$500.00) together with the interest thereon, as will be seen by reference thereto, and

WHEREAS by several assignments, the said mortgage become vested in August H. Fogtman, by assignment dated March 25, 1931, and duly recorded among the MortgageRecords of Allegany County, Maryland, and

WHEREAS, in the meantime the said property become vested in Adalbert M. Spioch and Margaret E. Spioch, his wife, as will be seen by reference to the deed from Louise B. Fleckenstein, widow dated March 13, 1946 and recorded in Liber 207, folio 382, one of the Land Records of Allegany County, and

FURTHER WHEREAS, the said mortgage has been paid in full, both as to principal and interest and all the other covenants and conditions therein have been complied with, and the said August H. Fogtman, Assignee of said Mortgage has since departed this life and by his Last Will and Testament duly probated and recorded in the office of the Register of Wills for Allegany County, Maryland, he named as his Executor, George A. Fogtman, the undersigned, who now desires to release said property from the encumbrance of said mortgage and that the said Adalbert M. Spioch and Margaret E. Spioch may hold and enjoy the said property free and clear of the lien of said mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the said George A.Fogtman, Executor under the Last Will and Testament of August H.Fogtman, does hereby release said mortgage from all that lot or parcel of ground known as Lot No. 38, Block No. 7 in Rose Hill Addition to Cumberland, Maryland; it being the same property which was conveyed unto Adalbert M. Spioch and Margaret E. Spioch, his wife by Louise B. Fleckenstein, widow, by deed dated March 13, 1946, and recorded in Liber 207,

folio 382, one of the Land Records of Allegany County.

This release is to be ss full and final as though said mortgage had never been execut-

WITNESS my hand and seal the lay and year above written.

WITNESS:

Betty June Beachy

STATE OF MARYLAND

TO WIT:

George & Fogtman (Seal)

George A.Fogtman, Executor under the Last Will and Testament of August H. Fogtman

COUNTY OF ALLEGANY

I HEREBY CERTIFY, Thaton this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George A. Fogtman, Executor under the Last Will sni Testament of August H. Fogtman, and acknowledged the aforegoing Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
(Notarial Seal)

Betty June Beachy. Notary Public.

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Adalbert M. Spioch et ux

Mortgage

To Filed and Recorded September 22, 1949 at 11:45 a.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.20)

THIS MORTGAGE, Made this 20th day of September, in the year nineteen hundred and fortynine, by and between Adalbert M. Spioch and Margaret E. Spioch his wife, of Allegany County,
Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the
context may require, and The Liberty Trust Company, a corporation duly incorporated under the
laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth

whereas, the said Adalbert M. Spioch and Margaret E. Spioch his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, oneyear after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of Une Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Adalbert M. Spioch and Margaret E. Spioch, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said. The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in or near the City of Cumberland,
Allegany County, Maryland, known and designated as Lot No.38 of Block 7 of "RoseHill" Addition
to Cumberland, Maryland", and particularly described as follows:

Beginning on the North side of Patterson Avenue, and at the end of the second line of Lot

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No. 37 and running thence with said Avenue, South 82 degrees 35 minutes East 25 feet, thence
North 7 degrees 25 minutes East 100 feet to an alley 12 feet wide, and with it, North 82 degrees
35 minutes West 25 feet to the end of the third line of Lot No. 37 and with it reversed, South 7
degrees 25 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Louise B. Fleckenstein, widow, by deed dated March 13, 1946 and recorded in Liber 207, folio 382, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death cease toown, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT is further agreed, that until default is made, and no longer, the mortgagor may retain possession of themortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured the said mortgagor hereby covenants to pay the said mortgage debt the interest therein case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgage as additional security, and the mortgagor also consents to theimmediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and theproceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case saidproperty is advertised, under the power herein contained, and no sale thereof made, that in that event the party so a ivertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or

AND the said mortgager does further covenant toinsure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand (\$2.000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mort-

gagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as partof the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

Adalbert M. Spioch (Seal)

Margaret E. Spioch (Seal)

STATE OF MARYLAND, ALLEGANY COUNTYTO WIT:

I HEREBY CERTIFY, that on this 20th day of September in the year nineteen hundred and forty-nine before me, the subscriber a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Adalbert M. Spioch and Margaret E. Spioch his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(NotarialSeal)

Thos J McNamee, Notary Public.

Helen M. Brown et vir

Chattel Mortgage

Filed and Recorded September 22"1949 at 8:30 A.M.

Personal Finance Company of Cumberland

Chattel Mortgage

Mortgagor's Name and Address
Mr. & Mrs. Benjamin F. Brown.

644 Baker Street, Cumberland, Md.

Loan No. 436 Final Due Date December 19, 1950
Mortgagee:Personal Finance Company of Cumberland

Room 200, Liberty Trust Co. Building, Cumberland, Md.

Date of Mortgage September 19, 1949 Actual Amount of Loan\$131.32

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items:

Present Balance \$131.32 Total Disbursements \$ None Cash Balance \$131.32

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly instalments of \$11.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 19th day of October, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above the receipt whereof is hereby acknowledged do by these presents, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a

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part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof or any part of either shall, at the option of the holder thereof and without notice or demand render the entire unpaid balance of the principal thereof and accrued interest thereon at once due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, That if mortgagor shall well and truly pay the said loan unto the said Mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgages may have.

wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said mortgagor(s).

Witness: C.L Coughenour

Helen H. Brown (Seal)

Witness: Edith M. Twigg

Benjamin F. Brown (Seal)

STATE OF MARYLAND, CITY/GOUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1949, beforeme, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Helen H. Brown and Benjamin F. Brown, her husband the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

SCHEDULE "A"

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room	Dining Room	Kitchen	Bed Rooms
No. Description	No. Description	No. Description	Charles and the second second
l Wal. Desk			No. Description
l Chair Pullup		4 Chairs White	1 Bed Metal
3-pc. Living Room Suit	To Ton	1 Refrigerator Mont	g.W. 1 Bed Wal.
l Radio Airline	, e ian	1 Stove Gas	1 Chiffonier Wal.
l Rugs 9x12 Axm.		1 Table White	2 Dresser Oak & Wal.
2 Table Wal.		1 Washing Machine K	enmore
	0.011	l K. Cabinet	l Dressing Table Oak
ures, carpets ruce	o all other goods and chatte	10 06 141	
	, and others . linens .	hine	
	LUUUS nerestter		
and kept or used in o	r about the said premises an	addited by Mortgag	gors or either of them
erein mentioned, sai	r about the said premises or d property now being and rem	commingled with or substi	ituted for any property
	being and rem	aining in the Mant	

TERMS AND CONDITIONS

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not lessthan twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personalproperty to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

Harry W. Matthews,

Deed of Release of Mort-

Filed and Recorded September 23" 1949 at 8:40 A.M.

Urban F. Matthews.

THIS DEED OF RELEASE OFMORTGAGE, Made this 20th day of September, 1949, by and between Harry W. Mauthews, of Allegany County, Maryland, party of the first part, and Urban F. Matthews, of Allegany County, Maryland, party of the second part.

WI THESSETH:

WHEREAS, the party of the second parthereto by a certain mortgage to the Hoblitzell National Bank of Hyndman, Pennsylvania, dated February 7, 1929, and recorded in Mortgage 110, folio 613, among the Mortgage Records of Allegany County, Maryland, mortgaged the hereinafter described and conveyed property unto the said mortgagee to secure an indebtedness of One Thousand Dollars (\$1,000.00) and

WHEREAS, the aforementioned mortgage was duly assigned to Harry W. Matthews by deed of assignment lated September 30, 1944, and recorded in Mortgage Liber 172, folio 501, among the Mortgage Records of Allegany County, Maryland, and

WHERE AS, said indebtedness has been paid in full, however, through inadvertence a release of said mortgage has not been recorded among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, the party of the first part herein has been requested to release said mortgage by the party of the second part.

NOW. THEREFORE, In consideration of the premises and the sum of One Dollar (\$1.00) paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey, release and discharge unto the party of the second part, hie heirs and assigns:

All those lots, pieces or parcele of ground situated and lying and being in or near the Village of Corrigansville, Allegany County, Maryland, which was more particularly described and conveyed in a mortgage from Urban F. Matthews to the Hoblitzell National Bank of Hyndman. Pennsylvania, dated February 7, 1929, and recorded in Mortgage Liber 110, folio 613, among the Mortgage Records of Allegany County, Maryland, to which mortgage reference is hereby made for a more and particular description of the property therein described and conveyed.

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

TO HAVE AND TO HOLD the above granted property unto the said Urban F. Matthews, his heirs and assigns, forever in fee simple, in the/manner as if said mortgage had never been

WITNESS the hand and seal of the party of the first part herein the day and year first above written.

WITNESS: Wm. R. Carscaden

Harry W. Matthews (Seal)

STATE OF MARYLAND.

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry W. Matthews and acknowledged the aforegoing deed of release of mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

(NotarialSeal)

Maxine Wilmot, Notary Public.

Urban F. Matthews,

Mortgage

Filed and Recorded September 23" 1949 at 8:40 A.M.

Western Maryland Building and Loan Association Inc., Cumberland, Maryland.

(Stamps \$1.10)

THIS MORTGAGE, Made this 21st day of September, in the year nineteen hundred and fortynine by and between Urban F. Matthews, unmarried, of Allegany County and the State of Maryland, party of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second

Witnesseth:

Whereas, the eaid party of the first part, being member of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of One Thousand (\$1,000.00) Dollars, on Ten (10) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements, herein mentioned, on the part of the eaid party of the first part.

AND WHERE AS, this mortgage chall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendmente thereto.

NOW, THEREFORE, THIS MORTGAGE, WITNESSETH: That in consideration of the premisee and the sum of \$1.00 (One Dollar) the eaid party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground situated on the South side of the State Road in the Village of Corrigansville, in Allegany County, Maryland, and more particularly described as follows. to-wit:

FIRST PARCEL: BEGINNING for the same at a planted stone standing on the South side of the State Road leading through the Village of Corrigansville, Maryland, Dietrict No. 20; said stone marks the end of the 2nd line of a deed, The Union Mining Company to Henry H. Nickel, dated the 8th day of June, 1883, Liber 60, Folio 13, as found in the Land Records of Allegany County, Maryland; and running thence from said stone, with the aforesaid State Road South 86 degrees 05 minutes West 138.0 feet to the beginning corner of a deed, The Union Mining Company to The Allegany County School Commissioners; said deed bearing date of August 18th, 1913, Liber 123, Folio 638, as found in the Land Records of Allegany County, Maryland; and running thence with the 4th line of said deed, reversed, allowing for variation, South 2 degrees 39 minutee East 42.0 feet; thence with a part of the 2nd line of said deed. South 83 degrees 20 minutee West 5.0 feet to the end of the 15th line of a deed, The Union Mining Company to Jacob Mathews, eaid deed bearing date of the 24th day of June, 1914, Liber 115, Folio 291, as found in the LandRecorde of Allegany County, Maryland; and running thence with the 16th, 17th, 18th and 19th, linee of said deed, allowing for variation, South 11 degrees 48 minutes East 15.0 feet; thence North87 degrees 23 minutes East 15.0 feet; thence North 11 degrees 48 minutes West 9.5 feet; thence North 86 degrees 53 minutes East 124.9 feet, intersecting the 3rd line of the aforementioned Nickel deed; and running thence with eaid 3rd line, reversed, allowing for variation, North 1 degree 09 minutes West 49.0 feet to the place of beginning, containing .15 acres.

IT being the same property which was conveyed by the Board of Education of Allegany County to Urban F. Matthews by deed dated June 21, 1926, and recorded in Deeds Liber 153, folio 315, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: BEGINNING for the sameon the South side of the State Road running through said Village, at a point from which the Northwest corner of the building formerly used as a school house, lies South 48 degrees and 15 minutes East 8-1/2 feet, it being also at the end of the first line of the lot conveyed by the Board of Education of Allegany County, to the said Urban Matthews by deed dated June 21, 1926, and recorded in Liber No. 153, Folio315, of the Land Records of Allegany County, and running thence with the South side of said State Road as corrected for variation, South 86 degrees and 5 minutee West 25 feet to a stake, then South 2 degrees and 39 minutes East 42 feet to a stake, then North 86 degrees and 5 minutee East 25 feet to the end of the second line of the aforesaid Matthews lot and with said second line reversed. THE LOCAL COST AND ADDRESS AND ADDRESS OF THE PERSON NAMED IN North 2 degrees and 39 minutes West 42 feet to the beginning.

IT being the same property which was conveyed by the Board of Education of Allegany County to Urban F. Matthews, by deed dated February 6, 1929, and recorded in Deeds Liber 160. Folio 40, among the Land Records of Allegany County, Maryland.

TOCETHER with the rights, roads, ways, waters, privileges and appurtenancee the reunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple. PROVIDED, HOWEVER, that if the said party of the first part make or cause to be made

the payments andperform and comply with the covenante conditions and agreements hereinmentioned

on his part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of One Thousand (\$1,000.00) Dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$10.00 each, on or before the 21st day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 21st day of October, 1949 at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid. to be due on the 21st day of April, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may behereafter levied or charged on said property when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part does further convenant to insure forthwith. and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1,000.00) Dollars, . And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, ite successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PHOVIDED that if default shall be made by the said party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sume of money, including any future advances or either of them in whole or in part, or in any one of the agreements, coverants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its aseigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following to wit: By giving at least twenty daysnotice of the time, place manner and terms of salein some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims anddemands of said Mortgagee, its successorsor aesigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the party of the first part as their interest may appear.

WITNESS the hands and seals of the said party of the first part hereto, the day and year hereinbefore written.

Test: Wm. R. Carecaden

Urban F. Matthews (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify that, on this 21st day Notary Public of the State of Maryland, in and for Allegany County, personally appeared broan F. Matthews, unmarried, and he acknowledged the aforegoing mortgage to be hisæt; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the coneideration mentioned in the aforegoing mortgage is

true and bona fide as therein eet forth; and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 21st day of September, 1949.

(NotarialSeal)

Maxine Wilmot, Notary Public.

Harry L. Whitacre et ux

Filed and Recorded September 23" 1949 at 10:00 A.M.

The First State Bank of Grantsville. Grantsville, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 20th day of September, in the year Nineteen Hundred and forty-nine, by and between Harry L. Whitacre and Gertie F. Whitacre, his wife, of Allegany County in the State of Maryland, but temporarily in Garrett County, in the State of Maryland, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires of -- parties of the first part and TheFirst State Bank of Grantsville, Grantsville, Maryland, hereinafter called Mortgagee, which expression shall include its heirs, personal representatives successors and assigns, where the context so requires or admits of Garrett County, State of Maryland, party of the second part, wit nesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said mortgagee in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) which said sum, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid in monthly payments of not less than Forty Dollars (\$40.00) each. The said monthly payments as above provided include the interest at the rate aforesaid and the first of said payments shall be made one (1) month from the date hereof.

This mortgage is executed to secure part of the purchasemoney for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant. convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of land situate, lying and being in Allegany County, Maryland. and known and distinguished as Military Lot No. 786, lying West of Fort Cumberland, and which said lot is more fully described by and within the following coursee and distances, to wit:

Beginning for the same at the southwest corner of Lot No. 502 and running thence with an allowance of 3 degrees 39 minutes for Magnetic Variation, North 86 degrees 21 minutes West 891 perches, thence South 3 degrees 39 minutes West 892 perches, thence South 86 degrees 21 minutes East 892 perches, thence North 3 degrees 39 minutes East 892 perches to the beginning, containing 52 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Lawrence L. Layton et ux, by deed dated September, 1949, and duly recorded among the Land Records of Allegany

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of

PROVIDED, that if the said Mortgagors shallpay to the said Mortgagee the aforesaid Two Thousand Five Hundred Dollars (\$2,500.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of thismortgage, then the entire mortgage debt shall at once become due and payable and at any time thereafter either the said Mortgage or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the hereby property/mortgaged, and to convey the same to the purchaser or purchasers the reof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including
interest on the mortgage debt to the date of the ratification of the auditor's report; and third,
to pay the balance to the said Mortgagors. In case of advertisement under the above power, butno
sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person
advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptance to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to paythe premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Joseph F. Fahey

Harry L. Whitacre (Seal)

Joseph F.Fahey

Gertie F. Whitacre (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I hereby certify that on this 20th day of September in the year 1949 before me, the subscriber, a NotaryPublic of the State of Maryland, in and for said County, personally appeared, Harry L. Whitacre and Gertie F. Whitacre his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appearedJoseph F.Fahey Cashier of TheFirst State Bank of Grantsville, Grantsville, Maryland, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Stewart Rodamer, Notary Public.
Notary Public Garret County, Maryland
My Commission Expires May 7,1951.

Granteville, Garrett County, Marylans.

For value Received the within and aforegoing Mortgage is Revely released.

Wilness the Corporate mame of The First State Back of Frantiville, Maryland, by its Fresident NR Davis, attested by its Cashier Joseph I. Fakey,

with the Corporate seal officed.

attest: Joseph F. Fakey Signed: The First State Bank of Gesaturila Maryland

Cashier

Corporate Seel)

11/15/49

President.

William D. Davis et ux

Chattel Mortgage

To Filed and Recorded September 23" 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

(Stamps \$.55

THIS CHATTEL MORTGAGE, Made this 22nd day of September in the year 1949 by and between William D. Davis and Lovenia L. Davis, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the saidmortgagor is indebted unto the said mortgagee in the full sum of Five Hundred Forty-Three and 78/100 Dollars (\$543.78) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$543.78, payable to the order of said bank.

Now, Threfore, in consideration of the premises and of the sum of One Dollar (\$1.00), the said mortgagor does hereby bargain and sell unto the said mortgages the following described property, to-wit:

One 3 piece Tapestry living room suite, Divan and 2 chairs, 1 Tapestry chair, 1 mahogany desk and chair, 1 mahoganycoffee table, 2 mahogany end tables, 4 table lamps, 7 piece mahogany dinett set, table, 4 chairs, ching closet and buffet, 1 white kitchen set, table and 4 chairs, 1 R.J. 60 Electric Range, Ser.#39Cl376, 1 7 ft. Frigidaire Cab.#28 A84879, Comp. 28B84879, 1 7 x 5 Fibre Rug, 2 overstuffed chairs, 2 occasional chairs, 1 table lamp, 1 6 piece walnut veneer water fall bedroom suite, bed vanity, stool, dresser, chiffarobe and night table, 1 cedar chest 1 single metal bed, 1-9 x 12 rug.

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$543.78 Dollars with interest as aforesaid according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest there on or in any installment in whole or in partor in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A.Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time the reafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the personal prop-

anared and Maked Labored

Mary L. Ustaszewsik and Frank J. Ustaszewski, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affi javit.

WITNESS my hand and NotarialSeal.

(NotarialSeal)

Edith M. Twigg, Notary Public.

William T. Valentine, widower

Mortgage

To.

Filed and Mecorded September 24, 1949 at 8:50 A.M.

The Liberty Trust Company

Stamps \$2.75

THIS MORTGAGE, Made this 22nd day of September, in the year nineteen hundred and forty nine, by and between William T. Valentine, widower, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second party, hereinafter sometimes called mortgagees, WITNESSETH:

WHEREAS, the maid William T. Valentine, widower, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rateof six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William T. Valentine, widower, does hereby bargain and sall, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All that lot or parcel of ground situated on the southerly side of Beford Street, Extended, in the "ity of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

Beginning at a point on the Bedford Road South 35 degrees West 19 perches and 11 links from thecorner of the Levi R. Fechtig land (1908), and at the end of the third line of the Juliana Eichner part of said tract and reversing said third line South 54 degrees East 60 perches to the second line of the whole tract, then with said second line, North 35 degrees East 16-7/8 perches to the Levi R. Fechtig land and with it to theplace of beginning

EXCEPTING, HOWEVER, from the above parcel of land the following parts thereof which have been carved out and conveyed away by the said William T. Valentine by the following deeds:

(1) Deed to John A. Norris dated June 14, 1909, and recorded in Liber 106, folio 206, one of the Land Records of Allegany County.

(2) Deed to Mayor and City Council of Cumberland, Maryland, dated December 30, 1935, and recorded in Liber 174, folio 535, of said Land Records.

(3) Deed to Mayor and City Council of Cumberland, Maryland, dated April 20, 1936, and recorded in Liber 174, folio 536, of said Land Records.

(4) Deed to Steinla Motor and Transportation Company, dated June 14, 1941, and recorded in Liber 190, folio 293, of said Land Mecords.

It being part of the same property which was conveyed by Annie R. Rice, widow, to William T. Valentine (as William Thomas Valentine) and Nellie Agnes Valentine, his wife, by deed dated October 3, 1908, and recorded in Liber 103, folio 534, of said Land Records: the said Nellie Agnes Valentine has since departed this life, thus, vesting the complete title in and to said property unto the said William T. Valentine as the surviyor.

TOGETHER with the buildings and improvements thereon, and the rughts, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and a ssigns, in fee simple forever.

PROVIDED, that if the said mortgagor, h is hairs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred dollars, together with the interest thereon when and as the same become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS A GREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER A GREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and rublic liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or comdition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland which terms shall be cashon the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to theparty selling or making said sale, and in case is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission secondly, to the rayment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, per-

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personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, andrending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to theamount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire. to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

William T. Valentine (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Fublic of the State of Maryland in and for the county aforesaid, personally appeared William T. Valentine, widower, and he acknowledged. the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Fiper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Fiper did further, in like manner, make oath that he is the Fresident, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witnessswhereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

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Carrie A. Crabtree, et vir

Chattel Mortgage

To

F. led and Mecorded September 24, 1949 at 8:30 A.M.

Personal Finance Company

Loan No. 397, Final Due date December 14, 1950

Mortgagee; Personal Finance Company of Cumberland

Room 200, Liberty Trust to. Building, tumberland, Md.

Mr. & Mrs. Sherman W. Crabtree, 946 Gay Street, Cumberland, Md.

Date of Mortgage September 14, 1949 : Actual Amount of Loan +228.82

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly installments of \$19.00 /100 each, which include interest at the rate of 3 % per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 14th day of October 1949, together with a final instalment, covering any unpaid balance, including interest as

as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even dateherewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof, and without notice or demand 'render the entire unpaid balance of the principal thereof and accrued interestthereondatroncerduceand payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

(Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the maid mortgagee and authorizes said mortgagee to pay for mortgagors account the following items.)

Present balance

Cash Balance

49.83

Total Disbursements : Total Loan

228.82

TO HAVE AND TO HOLD, all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, that if mortgagor shall well and truly pay the said loan unto the said mortgagee, according to its aforementioned terms as evidenced by said promissory note then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A FART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS FART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the clural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hands and seals of said mortgagors.

Witness: Margueritte R. Milleary

Carrie A. Crabtree (Seal)

Witness: Edith M. Twigg

Sherman W. Crabtree (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY , TO WIT:

I HEREBY CERTIFY that on this 14th day of September 1949 before me, the subscriber a Notary Tublic of the State of Maryland, in and for the Sounty aforesaid, personally appeared. Carrie A. Crabtree and Sherman W. Crabtree, her husband, the mortgagors name in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C.L.Coughenour agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

(Notarial Seal)

Edith M. Twigg Notary bublic

witnesses) to be such, and acknowledged the same to be her act and deed.

Given under my hand and seal this 27th day of August, 1949

Richard M. Heinecke

(Notarial Seal)

Motary Fublic

J. Willis Beck et ux

Mort gage

To Filed and Recorded September 26" 1949 at 10:45 A.M.

Western Maryland Building and Loan Association, Inc., Cumberland, Maryland.

Stamps \$3.85

THIS MORTGAGE, Made this 23rd day of September, in the year nineteen hundred and forty-nine by and between J. Willis Beck and Vora T.Beck, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Three Thousand Six Hundred (\$3,600.00) Bollars on Thirty-six (36) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland 1945 orany future amendments thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots known as Lots Numbers 72 and 73 of a plat of land laid out by Robert Clinton Uhl, Trustee, known as "Goethe Street Addition to Cumberland, Maryland" which plat was filed in the office of the Circuit Court in Plat Box No. 93 of the Land Records of Allegany County and which lots are described as follows, to wit:

LOT NO. 72: BEGINNING at a peg on the North side of Shade's Lane (Formerly Princeton Avenue) at the end of the first line of Lot No. 71 of said Addition, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet thence North 53 degrees 20 minutes West 100 feet to a 15 foot alley and with said alley South 36 degrees 40 minutes West 25 feet to the end of the second line of Lot No. 71 of said Addition and with said linereversed, South 53 degrees 20 minutes East 100 feet to the beginning.

LOT NO. 73: BEGINNING at a peg on the North side of Shade's Lane (Formerly Princeton Avenue) at the end of the first line of Lot No. 72 of said Addition and running thence with said Lane, North 36 degrees 40 minutesEast 25 feet, thence North 53 degrees 20 minutes West

100 feet to a 15 foot alley and with said Alley South 36 degrees 40 minutes West 25 feet to the end of the second line of Lot No. 72 of said Addition and with said line reversed, South 53 degrees 20 minutes East 100 feet to the beginning.

It being the same property which was conveyed to J. Willis Beck, et ux by Daniel F. McMullen, et ux, by deed dated February 19, 1946, and recorded in Deeds Liber 207, folio 261, among the Land Records of Allegany County.Marwand.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO MOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part herebycovenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

of ThreeThousand Six Hundred (\$3,600.00) Bollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$36.00 each, on or before the 23rd day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 23rd day of October, 1949 at theoffice of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 23rd day of April, 1961.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may behereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part the reof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred (\$3,600.00) Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agree ments, covenants, or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R.Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit:

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By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

J. Willis Beck (Seal)

Vora T. Beck

(Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 23rd day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared J. Willis Beck and Vora T.Beck, nis wife, and each acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oathin due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

AS WITNESS WHEREOF, I have hereunto set my hand and affixed my NotarialSeal this 23rd day of September, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Mary Katherine Wilson

Chattel Mortgage

To Filed and decorded September 27" 1949 at 8:30 A.M. Frostburg National Bank

CHATTEL

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Katherine WilsonFrostburg of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Six Hundred Twenty-One and 60/100 Dollars (\$621.60) which is payable with interest at the rate of six per cent (6%) per annum in 6 monthly installments of One Hundred Three and 60/1000ollars (\$103.60) payable on the 23rd day of each and every calendar month said installments including

principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date here with.

NOW, THEREFORE, in consideration of the premises and of the sum of OneDollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 121 Ormond Street Frostburg, Allegany, County, Maryland:

1949 Dodge 4-D Sedan Motor Number: B30-194143 Serial Number: 31378573

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be madein the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged or any part thereof, from the premises afore said without the assent to such sale disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall atonce become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, andto transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made inmanner following, to wit: by giving at least ten days' notice of the time place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be atpublic auction for cash, and the proceeds arising from such sale applied:first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allow ed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Six Hundred and No/100 Dollars (\$600.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Mary Katherine Wilson (Seal)

David R.Willetts

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 23rd day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Katherine Wilson, the within named Mortgagor, and acknowledged the aforegoing chattel mortgage to be her act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Ruth M. Toid, Notary Public.

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For Value Received, the Frostburg National Bank Kereby releases the within and aforegoing Okallel Mortgage. In Witness Where of the said Bank has counted to do from the name to be signed by its President, its corporate seal to be affired daily attested by its Cashier, this 4th day of March, 1850 attested by its Cashier, Patronal Bank March, 1850 Cashier Williams & Jenkins President. (Corporate Seal)

Myrle C. Burch et ux

Mortgage

Filed and Recorded September 27 "1949 at 3:30 P.M. The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$1.65)

THIS MORTGAGE, Made this 27th day of September in the year nineteen hundred and forty-nine by and between Myrle C. Burch and Dorothy Burch, his wife,, of Allegany County, Maryland of the first part hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas the said Myrle C. Burch and Dorothy Burch, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred MCB DBB Ten (\$1,510.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Myrle C. Burch and Dorothy Burch, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All that lot or parcel of ground thirty feet wide, situated on the northerly side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 384 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland , reference to said plat being hereby made,.

IT being the same property which was conveyed to Myrle C.Burch by John R. Treiber and Sarah R. Treiber, his wife, and Tobias Lazarus and Jennie R. Lazarus, his wife, by deed dated June 23, 1947, and duly recorded among the Land Records of Allegany County, Maryland.

SECOND: Allthat lot or parcel of ground thirty feet wide situated on the northerly side of Mary Street, in the City of Cumberland, Allegany County, Marylani, known and designated as Lot No. 383 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, reference to said plat being hereby made.

IT being the same property which was conveyed to Marshall B. Burch, by John R. Treiber and Sarah R. Treiber, his wife, and Tobias Lazarus and Jennie R. Lazarus his wife, by deed dated June 23, 1947, and duly recorded among the Land Records of Allegany County.

The complete title unto both Lots 383 and 384 as aforesaid were vested in the said Myrle C. Burch and Dorothy E. Burch, his wife, by deed from C. William Gilchrist, Trustee, dated December 1, 1947, and recorded in Liber 218, folio 252, of the Land Records of Allegany

County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, raods, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One MCB Thousand Five Hundred Ten Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantimedoes and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within describe ed property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents andprofits of said property are hereby assign. ed to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for theproperty described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort gage then the entire mortgage debt intended to be here by secured shall atonce become due and payable, and these presents are hereby declared to be madein trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty jays' notice of time, place manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash onthe day of sale or upon the ratification thereof by the court, and the proceeds aris ing from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and allpremiums of insurance paid by the mortgagee, and a commission of eight per cent. to theparty selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the saidmortgagor, his heirs, personal representatives or

AND the said mortgagor does further covenant to insure forthwith, and pending the exist ence of this mortgage, tokeep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the ount of at least One Thousand Five Hundred Ten (\$1,510.00) Dollars, and to cause thepolicy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, itssuccessorsor assigns, to the extent of itsor their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mort gagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as partof

and it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Myrle C. Burch (Seal)

Thomas L. Keech

Dorothy Burch (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I MEREBY CERTIFY that on this 27th day of September, in the year mineteen hun ired and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Myrle C. Burch and Dorothy Burch, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(NotarialSeal)

Wm. A. Darkey, Notary Public.

Albert Kinser et ux

Bill of Sale

Filed and Recorded September 28" 1949 at 1:00 P.M.

Donald O. Middleton

We, Albert Kinser and Marian Kinser, his wife, of Allegany, Maryland, in consideration of the sum of Fifteen Hundred Dollars (\$1500.00) paid us by Donald O. Middleton of Allegany County, Maryland, do hereby bargain and sell to the said Donald O. Middleton, the following property:

10 head of Purebred Herford cattle, located on our farm in Allegany County, known as the Columbus Nixon place.

WITNESS our hands and seals this 28th day of September, 1949. Test: Morris Baron,

Albert Kinser

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Marian Kinser

I HEREBY CERTIFY, That on this 28th day of September, 1949. before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Albert Kinser and Marian Kinser, his wife, and both acknowledged the aforegoing to be their act and deed; at the same time there also appeared before me Donald O.Middleton, and made oath in due form of law that the consideration named in the foregoing Bill of Sale is true and bona fide as therein stated. (NotarialSeal)

WITNESS my hand and notarial seal on the day and year written above. Morris Baron, Notary Public.

Stephen Rowan et ux

Mortgage

To Filed and Recorded September 28" 1949 at 12:10 P.M. The First National Bank of Cumberland

(Stamps \$1.10)

THIS MORIGAGE, Made this 27th day of September, 1949, by and between Stephen Rowan and Nora Rowan, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and born fide indebted unto the party of the second part in the full and just sum of One thousand dollars (\$1,000.00) payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in prompt hand paid, and in order to secure the/payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the partyof the secondpart to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to bemade in an amount which would cause the total mortgage indebtedness to exceed the original amount the reof and to be used for paying of the costs of any repairs, alterations orimprovements to the hereby mortgaged prop erty, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all those lots or parcels of ground situatedon the north side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Three HundredFifty-six, Three Hundred Fifty-seven and Three Hundred Fifty-eight, on the plat of the Humbird Land and Improvement Company, andparticularly described as follows, to-wit:

BEGINNING for the same on the north side of Mary Street at the end of the first line of Lot Number Three Hundred Fifty-five, of said addition, and running thence with the north side of Mary Street, south fifty-three and one-half degrees east ninety feet, then north thirty-six and one-half degrees east one hundred and twenty-five feet to an alley, and with it, north fiftythree and one-half degrees west ninety feet to the end of the second line ofsaid Lot Number Three Hunired Fifty-five, and with it, reversed, south thirty-six and one-half degrees west one hundred and twenty-five feet to the place of beginning.

It being the same property conveyed to the said Stephen Mowan and Nora Mowan, his wife. by Jesse E. Utt and Mary E. Utt, his wife, by deed dated November 7, 1940, and recorded in Liber 188, folio 362, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements the reon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if thesaid parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the saidparty of the secondpart, its successors or assigns the foresaid sum of One thousand (\$1,000.00) dollars, together with the interest thereon, in the manner andat the time as above set forth, and such future advances together with the interest thereon,

as may be made by theparty of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, uponpaying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt afore said, orof the interest thereon, in whole or in part, orin any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of thesecond part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or somuch thereof as may be necessary and to grant and convey the same to the purchaser or our chasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, towit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to thepayment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as herembefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, onehalf of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

and the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keepinsured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on thehereby mortgaged property to the amount of at least One thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Stephen Rowan (Seal)

H. D. Vaughan

Nora Rowan (Seal)

STATE OF MARYLAND

Allegany County, to-wit:

I HEREBY CERTIFY, Thaton this 27th day of September, 1949, before me, the sub-

scriber a Notary Public in and for the State aniCounty aforesaid, personally appeared Stephen Rowan and Nora Rowan, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and, at the same time, before me, also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, NotaryPublic. My commission expires May 7,1951.

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Alden H. Lowery et ux

Mortgage

Filed and Recorded September 28" 1949 at 2:00 P.M. The Commercial Savings Bank of Cumberland, Maryland.

THIS MORTCAGE, Made this 28th day of September, in the year nineteen hundred and forty nine by and between Alden H. Lowery and Edna M. Lowery, his wife, of Allegany County, State of Mary-of the first part, and The Commercial Savings Bank of Cumberland, Maryland.

Whereas, the said parties of the firstpart are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Fifteen Hundred (\$1,500,00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per annum payable monthly, andin monthly payments on the principal of not less than Twenty Five (\$25.00) Dollars.

land / a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as Moresaid, the said parties of the first part do bargain, sell, give, grant, convey release and confirm unto the said The Commercial Savings Bankof Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those lots and parcels of land known and designated as Lots No. 6, 37 and 38, of the Andrew Ramsey Company's Addition to the town of Ellerslie, in Allegany County, State of Maryland, a plat of which is recorded among the Land Records of Allegany County, in Liber No. 131. folio 725, and more particularly described as follows, to-wit:

Lot No. 6: Beginning for the same at a stake located on the Easterly side of the State hoad running from Cumberland to Ellerslie, and running with said Hoal, South 2 degrees 45minutes East 50 feet to a stake; thence leaving said Road, North 87 degrees 15 minutes East 100 feet to Stevenson Street; thence with said Street, North 2 degrees 45 minutes West 50feet to a stake; thence leaving said Street, South 87 degrees 15 minutes West 100 feet to the place of beginning.

Lot Nos. 37 and 38: All that part and parcelof land lying in Allegany County and beginning at a stake located on the Easterly side of Stevenson Street at the end of the first line Lot No. 39, and running with said Street, South 2 degrees 45 minutes East 200 feet to a stake; thence leaving said Street, North 87 degrees 15 minutes East 12 feet to the Right of Way of the and Ohio Railroad Company land; and thence with said Right of Way, North 26 degrees 20minutes East 165 feet; thenceleaving said Baltimore and Ohio Rightof Way, North 63 degrees 40 minutes West 106 feet to the place of beginning.

Being the same property conveyed by Herbert F. Myers et ux to the said Alden H. Lowery et ux by deed dated June 8, 1942, and recorded in Liber No. 193, folio 497, one of the Land Records of Allegany County, Maryland, . Reference to said deed and the plat aforementioned is hereby made for a further description.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars nor to be made in an amount which would make the mortgage debt exceed theoriginal amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the saidTheCommercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said TheCommercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1,500.00) dollars and the interest thereon according to the true intent and meaning of the promis_cry note aforesaid as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their partto be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest there on the said parties of the first part hereby covenant to pay when legally deman dable,

But in case of default being made in payment of the mortgage lebt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and termsof sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion ofparty making said sale, and the proceeds arising from such sale to apply, first: -- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if theproperty be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay it over t o the said parties of the first part, their heirs or assigns

AND the said parties of the first part further covenant to insure forthwith, and pending the existance of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mort-

gaged land, to the amount of at least Fifteen Hundred (\$1,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, asin case of fire, to inure to the benefit of the mortgagee, its successors orassigns, to the extentofits or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as partof the mortgage lebt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

Alden H. Lowery (Seal)

(Seal)

William C. Dudley

Edna M. Lowery

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBYCERTIFY That on this 28th day of September, in the year nineteen hundred and fortynine, before me, the subscriber, a NotaryPublic of the State of Maryland, in and for said County personally appeared Alden H. Lowery and Edna M. Lowery, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in saidmortgage is true and bo na fide as therein set forth; and the saidGeorge C. Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Natarial Seal)

William C. Dudley, Notary Public.

The First National Bank of Mount Savage, Maryland

Partial Release of Mortgage

Filed and Recorded September 30"1949 at 1:50 P.M.

Lester Reed et ux

THIS PARTIAL RELEASE OF MORTGAGE, Made this 29th day of September, 1949 by and between TheFirst National Bank of Mount Savage, Maryland, a national banking corporation, party of the first part and Lester Reed and Phyllis Esther Reed, his wife, parties of the second part of Allegany County, Maryland, WITNESSETH:

WHEREAS, the saidTheFirst National Bank of Mount Savage, Maryland, is the holder of a mortgage from Lester Reed and others to the said The First National Bank of Mount Savage, Maryland, dated December 3, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Mortgage Liber No. 218, folio 653, said mortgage covering the property hereinafter described and other property referred to therein, and

WHEREAS, the said Lester Reed has requested the said The First National Bank of Mount Savage, Maryland, to release the property hereinafter described from the lien, operation and effect of said mortgage and the said TheFirst National Bank of Mount Savage, Maryland, has agreed so to do and for that purpose this instrument is made, executed and delivered.

NOW, THEREOFRE, in consideration of the premises and the sum of One Dollar (\$1.00) the

Delivered

said The First National Bank of Mount Savage, Maryland, does hereby grant and convey unto the said Lester Reed and Phyllis Esther Reed, his wife, their heirs and assigns, all those pieces or parcels of ground located at or near the Village of Barrellsville, Allegany County, Maryland, and known as Lots No. 5 and 6 on the plat of Loar Improvement lying between the County Road and Jennings Run and between Barrellsville and Mount Savage.

IT BEING part of the same property conveyed to the parties of the second part by Finley C. Hendrickson, Trustee, by deed dated January 27, 1940, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 185, folio 568.

TO HAVE AND TO HOLD the above granted and described property unto the said Lester Reed and Phyllis Esther Reed, his wife, to be held by them in the same manner as if the said mortgage had never been made.

IN WITNESS WHEREOF, the said TheFirst National Bank of Mount Savage, Maryland, has caused these presents to be signed by its Vice-President and its Corporate Seal to be hereunto affixed duly attested by its Assistant Cashier this day and year above written.

ATTEST: Nellis Tansey Ass't Cashier (CORPORATE SEAL)

THE FIRST NATIONAL BANK OF MOUNT SAVAGE.

MARYLAND.

BY L. A. Fannon Vice President

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared L. a. Fannon, who acknowledged himself to be the Vice-President of TheFirst National Bank of Mount Savage, Maryland, a national banking corporation , and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-Presi-

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal. (Notarial Seal)

Notary Public.

Harold S. Hyde et ux

Filed and Recorded September 15" 1949 at 2:10 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps\$8.80)

Ulis Morigage, Made this 14th day of September year Nineteen Hundred and Forty-Nine by and between
Harold S. Hyde and Myrtle L. Hyde his wife

parties of the first part, heroinafter called mortgagos, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Whereas, the said mortgages has this day loaned to the said mortgagors , the sum of Eighty-One Hundred (\$8,100.00) which said sum the mortgagers agree to repay in installments with interest thereon from the date heroof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Eighty one (\$81.00)

Dollara,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, waterrent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other or every nature and description, ground rolle, fire and tornate instraint processing the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtodness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convoy, release and confirm unto the said mortgagec, its successors or assigns, in fee simple,

all the following described property, to-wit:
All those lots or parcels of land situatedin Cumberland, Allegany County, Maryland, All those lots or parcels of land situated Cumberland, Allegany County, Maryland, known as Lots Nos. 1,2,3,4, and part of 5 of Block 9, in The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, all of which lots including part of Lot No. 5 and Lot No. 6 of said Addition are described by metes and bounds in a deed from The Cumberland Development Company et al to Edwin B. Claybrook dated December 1, 1921, and recorded among the Land Records of Allegany County in Liber No. 139, Folio 175; and also by another deed dated March 7, 1928, from Franklin H. Ankeney, Attorney in Fact to Edwin B. Claybrook, recorded in Liber No. 157, Folio 534 of said Land Records. The part of said Lot No. 5 and the whole of Lot No. 6 which were conveyed by Edwin B. Claybrook et ux to Thornton R. Twigg et ux by deed dated March 8, 1928, and recorded among said Land Records in Liber No. 157, Folio 535, being described as follows:

BEGIN ING for the mame on the Southerly side of Thompson Avenue at a point distant 1492 feet measured in a Southwesterly direction along the said side of said Avenue from its intersection with the Westerly side of Marshall Avenue, and running thence with the Southerly side of Thompson Avenue & thence at

its intersection with the Westerly side of Marshall Avenue, and running thence with the Southerly side of Thompson Avenue South 87 degrees 19 minutes West 40 feet, thence at right angles to Thompson Avenue South 2 degrees 41 minutes East 110 feet to the Easterly margin of Annandale Addition, and with a line of said Addition South 34 degrees 25 minutes East 48 feet to the Northerly, side of Cleveland Avenue then North 49 degrees 25 minutes East 48 feet to the Northerly, side of Cleveland Avenue then North 49 degrees 25 minutes East thence North 2 degrees 11 minutes west 13 feet 17 ff object of including this description in this deed being to show what part of said Lot No. 5 was conveyed to said Thornton R.Twigg and wife, which part of said Lot No. 5 so conveyed to the Twiggs being excepted from this deed, and the remaining part of said Lot No. 5 together with the other lots hereinbefore mentioned being conveyed by this deed.

It being the same property conveyed to Harold S. Hyde and Myrtle L. Hyde, his wife.

It being the same property conveyed to Harold S. Hyde and Myrtle L. Hyde, his wife, by deed from TheSecond National Bank of Cumberland, Trustee, under the Will of Edwin B. Claybrook, deceased dated the 17th day of February, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 189, Folio 201.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Eenoficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee ple title is conveyed herein free of all liens and encumbrances, except for this mortgage, do covenant that they will execute such further assurances as may be requisite.

Covenant that the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un hour and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same ahall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagory may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage dobt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgazed, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or thoir heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , representatives, heirs or assigns.

And the said mortgager s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-one hundred

Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagers , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encummortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be as herein provided, shall have continued for thirty days or after default in the performance of as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors Gerald L. Harrison

(SEAL) Myrtle L. Hyde (SEAL) (SEAL) State of Maryland, Allegany County, to wit: I hereby certify, That on this 14th day of September in the year nineteen hundred and forty -nine in the year nineteen hundred and forty -nine

Public of the State of Maryland, in and for said County, personally appeared

Harold S. Hyde and Myrtle L. Hyde, his wife,

and and and the same time before me also personally appeared George W.Legge

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and hope fide as therein set forth, and did further make consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid. (NotarialSeal) Gerald L. Harrison

Notary Public

Paul H. Ritter et ux To

Filed and Recorded September 15" 1949 at 2:10 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.95)

Mortgage

This Morinage, Made this 14th day of September year Nineteen Hundred and Forty- Nine by and between

Paul M. Ritter and Mary A. Ritter, his wife

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor 8, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Thereas. the said mortgagee has this day loaned to the said mortgagor s , the sum of Forty-Six Hundred (\$4600.00) which said sum the mortgagers agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-seven and 59/100 (\$37.59)

Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and ternade insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Thrrefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple,

all the following described property, to-wit:
All that lot, piece or parcel of land known as Lots Nos. 30 and 31 of Dilfer Farms Addition to Cumberland, Maryland, as shown on the map of said Addition in Map Case Box No. 166, in the Office of the Clerk of the CircuitCourt for Allegany County, Maryland, and

more particularly described as follows, to-wit:

BEGINNING at a point 160 feet from the Northeast intersection of Holland Street and
Roeth Avenue and running with the North side of Roethe Avenue North 54 degrees 13 minutes West 80 feet then North 35 degrees 47 minutes East 110 feet, then South 54 degrees 13 minutes East 80 feet, then at right angles, South 35 degrees 47 minutes West 110 feet to the beginning, which is the Northwest corner of Lot No. 29 heretofore conveyed to

Paul H. Ritter and Mary A. Ritter, his wife.

It being the same property conveyed by Charles A.Roeder and Anna Johannah Roeder, his wife, to Paul H.Ritterand Mary A.Ritter, his wife, by deed dated the 24th day of October, 1945, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 473.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor S covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors heroby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Unarther with the buildings and improvements thereon, and the rights, reads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager \$, ther heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may held and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the seid mortgagors hereby covenant to pay when levally demandable.

seid mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge ______, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof es may be necessary and to grant and convey the same to the purchaser or purchesers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sele in some newspaper published in Cumberland, Maryland, which said sale shall be at public expenses incident to such sale including taxes, and a commission of eight per cent. to the payment of all more some meaning said sale; secondly, to the payment of all moneys owing under this mortgage, said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors,

And the seid mortgagers , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personel representatives, do hereby covenent with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shell become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgeged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repsymont of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and intorest hereby secured, end the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgeged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other mennor, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagoe's written consent, then the whole of said principal sum shall immediately become due mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be socured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive deys.

Attest:

Gerald L. Harrison

Gerald L. Harrison

Gerald C. Harrison

State of Maryland, Allegany County, to mit:

Jherehy rertify, That on this 14th day of September
in the year nineteen hundred and forty —nine _____, before me, the subscriber, a Notary
Public of the State of Maryland, in and for said County, personally appeared
the said mortgagors herein and each acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared George ** Legge
consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgagee.

WITNESS my hand and Noterial Seal the day and year aforesaid.

(SEAL)

(SEAL

Notary Public

John S. Cook Jr. et ux
To Filed and Recorded September 16" 1949 at 2:55 P.M.

First Federal Savingsand Loan
Association of Cumberland

(Stamps \$6.60)

PURCHASE MONEY

Chis/Horigans, Made this 16th day of August in the year Nineteen Hundred and Forty -nine by and between

John S. Cook Jr. and Mary C.Cook, his wife

parties of the first part, hereinafter called mortgagors, and First Foderal Savings and Loan

Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas. the said mortgagee has this day leaned to the said mortgager 5, the sum of

By the payment of Forty-four and 40/100 (\$44.40) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be peid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Thrrefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargein and eell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Holland Street, in the City of Cumberland, Maryland, known and designated as Lot No. 1, in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on the Plat thereof to be recorded among the Land Records of Allegany County, Maryland, and particularly described as follows:

LOT NO. 1: Beginning at a hub at the intersection of Roeth Avenue and the Southeast side of HollandStreet, and with Holland Street, North 35 degrees 47 minutes East 60 feet to a hub; thence leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to an iron pin; then running parallel to Holland Street, South 35 degrees 47 minutes West 60 feet to a hub on Roeth Avenue; thence with said Roeth Avenue, North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed by Woodard D. Pealer and Virginia L. Pealer, his wife, to John S. Cook, Jr. and Mary C.Cook, his wife, by deed dated the 8th day of December, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223 folio 359

in Liber No. 223, folio 359.
Said property being subject, however, to restrictions contained in a deed from the County Commissioners of Allegany County, to Woodard D. Pealer dated September 16, 1947, and recorded in Liber 217, folio 174, one of the Land Records of said Allegany County.

It is agreed that the Mortgagee may at its option edvance sums of money at anytime for the payment of premiums on any Life Insurance policy essigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper roplacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mertgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mertgagee that the above described property is improved as herein stated and that a perfect fee
simple title is conveyed herein free of all liens and encumbrances, except for this mortgage,
simple title is conveyed herein free of all liens and encumbrances as may be requisite.
and do covenant thet they will execute such further assurances as may be requisite.

Transfer with the buildings and improvements thereon, and the rights, reads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un have and in held the above described lend and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their successors and assigns, to ever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

To Head Land Walled De

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, asseesments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the

said mortgsgor & hereby covenant to pay when legally demandable.

But in case of default being made in peyment of the mortgage debt aforesaid, or of the interest theroon, in whole or in pert, or in any agreement, covenant or condition of this mort-gage, then the entire mortgege debt intended to be hereby secured shall at once become due and peyeble, and these presents are hereby declered to be made in trust, and the said mortgagee, its peyeble, and these presents are hereby declered to be made in that, and the sale mortgages, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and ompowered, at any time thoreafter, to sell the property hereby mortgaged, or so much thereof as may be necessary end to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , __representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgegee or its successors or assigns, the improvements on the hereby mortgaged land to the emount of at least Six thousand and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagoe, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgegor s, for themselves and their heirs, porsonal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calender year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pey and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of seid property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on seid property in good condition of repair, the mortgage may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personel representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of nny monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors. Attest: Gerald L. Harrison John S. Cook Jr dary C. Cook (SEAL) (SEAL) State of Maryland, Allegany County, to wit: I hereby rertify, That on this 16th day of August in the year nineteen hundred and forty -nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared the said mortgagers herein and each seknowledged the aforegoing mortgage to be their the said mortgagers herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the oath in due form of law that he had the proper authority to make this affidevit as agent for the oath in due form of law that he had the proper authority to make this affidavit as agent for the WITNESS my hand and Notarial Seal the day and year aforesaid.

Notarial Seal)

Notarial Seal the Gumberfand, Maryland, May Gerald Harrison

Limberfand, Maryland, May Gerald Harrison

the within and aforegoing Mortgage. Witness

the Execution Vice Unional, and the Corporate

by its fecretary the day and year above written, Corporate Seal)

John Richard Baker et ux

Mortgage

giled and Recorded September 20" 1949 at 10:20 A.M.

First Federal Savings and Loan Association of Cumberland

This Morigage, Made this 19th dey of September year Nineteen Hundred and Forty Nine by and between

John Richard Baker and Sarah Baker, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgegee.

Thereas, the said mortgagee has this day loaned to the said mortgagor 8 , the sum of ________ Dol? which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Forty-five (\$45.00)

on or before the first dey of each and every month from the date hereof, until the whole of said principal sum and interest shell be paid, which interest shell be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. Three (3) of Block No. 32 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

BEGINNING for the same at a point standing on the South side of Kent Avenue at the point of intersection of the division line between Lot Nos. Two and Three of Block 32 and the South side of Kent Avenue, as shown on said Plat, and running thence with the South side of Kent Avenue North Eighty-eight (88) degrees Ten (10) minutes East thirty-five (35) feet to line dividing Lots Nos. 3 and 4 of Block 32 of said Addition, thence at right angles to Kent Avenue South One (1) degree Fifty (50) minutes East One Hundred Twenty-five (125) feet to the Northside of a 20 foot alley, thence with the Northside of said Alley andat right angles to the last named line South Eighty-eight (88) degrees Ten (10) minutes West Thirty-five (35) feet to line dividing Lots Nos. 2 and 3, thence at right angles to the alley and with said division line North One (1) degree Fifty (50) minutes West one hundred twenty-five (125) feet to the beginning. All bearings true meridian and horizontal measurements.

bearings true meridian and horizontal measurements.

It being the same property conveyed by The Johnson Realty Corporation, a corporation, to Richard Baker and Sarah Baker, his wife, by deed dated the 14th day of April, 1942, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, Folio 266.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee es additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor & covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and

improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgeged premises, and any sums of money so advanced

shall be added to the unpaid balance of this indebtedness. The said mortgagers hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and oncumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the righte, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. En have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, ndministrators or assigns, do and shall pay to the said mortgagee, its euc-

cossors or assigns, the aforesaid indobtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lions levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legelly demandable.

But in cese of default being made in peyment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in eny agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payeble, and these presents ere hereby declered to be made in trust, and the said mortgagee, its successors or assigns, or George W Legge , its duly constituted attorney or agent are hereby authorized end empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at leest twenty days' notice of the time, place, manner and terms of sele in some newspeper published in Cumberland, Meryland, which said sale shall be at public auction for oesh, and the proceeds arising from such sale to apply first, to the paymont of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

And the said mortgagor & , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the and to ceuse the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgegee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the seid mortgegors , as additional security for the payment of the indebtedness hereby secured, do horeby set over, transfer and essign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be nocessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgegor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the peyment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other wey from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediato repayment of the debt hereby secured and the failure of the mortgagors to comply with seid demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby socured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in eny action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the eppointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or or in any other than the mortgagers, by voluntary or involuntary grant or assignment, bored by the mortgagers, their heirs, personal representatives and assigns, without the mortgageo's written consent, then tho whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be as herein provided, shall have continued for thirty days or after default in the performance of as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and scal of the said mortgagor s Attest: Gerald L. Harrison John Richard Baker (SEAL) Sarah Baker (SEAL) (SEAL)

State of Maryland, Allegany County, to wit: I hereby certify, That on this 19th day of September

oonsideration in said mortgege is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

George W. Hardin et ux

Filed and Recorded September 20m 1949 at 2:40 P.M. First Mederal Savings and Loan Association

of Cumber land
of Cumber land
PURCHASE MUNEY

This Morinage, Made this 20th day of September year Nineteen Hundred and Forty -Nine _____ by and between ____

George W. Hardin and Cora Z. Hardin, his wife

of Allegany County, in the State of Maryland
part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of Six Thousand which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Sixty (\$60.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shell be computed by the calender month, and the said installment payment mey be epplied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire end tornado insurance premiums and other charges affecting the hereinefter described premisos, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one doller in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, togother with the interest thereon, the said mortgagor \$ do give, grant bargain and sell, convey, rolease and confirm unto the said mortgagee, its successors or assigns, in fee simple,

all the following described property, to-wit:
All those lots situated on the North side of Flat Street, now known as Avirett Avenue, in the City of Cumberland, known and designated as Lots Nos. 20 and 21 Block 5, in Rose Hill Addition to Cumberland, and particularly described as follows, to-wit:
BEGINNING on the North side of Flat Street, now known as Avirett Avenue, at the end of the first line of Lot No. 19 and running thence with said Street South eighty-three degrees twenty minutes East fifty feet then North even degrees twenty-five minutes East fifty feet then North even degrees twenty-five minutes East fifty feet twenty minutes East fifty feet, then North seven degrees twenty-five minutes East ninety-four and four-tenths feet to an alley twelve feet wife and with it North eighty-two degrees thirty-five minutes West fifty feetto the end of the second line of Lot No. 19 and with it reversed South seven degrees twenty-five minutes West ninety-five and one-tenth feet to the

beginning.

It being the same property conveyed by May Jordan, widow, to George W. mardin and Cora Z. Hardin, his wife, by deed lated the 16, day of September, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of promiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagor 8 covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every pert thereof, in good repair and condition, eo that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from timo to time make or cause to be mede all needful and proper replacemente, repairs, renewals, and improvments, so that the efficiency of said property shell be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgeged promises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee e title is conveyed herein free of all liens and encumbrances, except for this mortgage, covenant that they will execute such further assurances as may be requisite. Together with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

In have and in hold the above described land and promises unto the eaid mortgagee, its successors and assigns, forever, provided that if the said mortgagor 8 , their hoirs, executors, administrators or assigns, do and shall pay to the said mortgagee, ite suocessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payeble, and in the meantime do and shall perform all the covenante herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagers may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage dobt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George M. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party expenses incident to such sale including taxes, and a commission of each per control of sale sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigne, the improvements on the hereby mortgaged land to the amount of at least Six thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with

interest as part of the mortgage debt. And the eaid mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt heroby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby escured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as heroinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagers , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the and owing as herein provided; (5) that the whole of said principal sum shall immediately become due and demandable after default in the payment of any morthly involved. secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Milness, the hand and seal of the said mortgagor s

Gerald L. Harrison George W. Hardin (SEAL) Cora Z. Hardin (SEAL) (SEAL) State of Maryland, Allegany County, to mit: (SEAL) I hereby certify, That on this _____ day of ___ September In the year nineteen hundred and forty __nine____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared the said mortgagers herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge consideration in said mortgage is true and bona fide as therein set forth, and did further make each in due form of law that he had the proper authority to make this affidavit as agent for the oath in due form of law that he had the proper authority to make this affidavit as agent for the WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Francis B. Harvey et ux To Filed and Recorded September 26" 1949 at 10:00 A.M.

First Federal Savings and Loan

Association of Cumberland
PURCHASE MONEY

This/ Horigage, Made this 23rd day of September year Nineteen Hundred and Forty Nine by and between _in the Francis B. "arvey and nose d. marvey, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors , and First Federal Savings and Loan

Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

which said sum the mortgagors agree to repay in inetallments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-six and 38/100 (\$46.38)

On or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: First: All that lot or rarcel of groundknown and distinguished as Lot No. 58 in the First Addition to Bowling Green, as shown on a plat thereof duly filed for record among the Land Records of Allegany County, and said lot being more parti-

distinguished as lot No. 58 in the first Addition to Bowling Green, as shown on a plat thereof duly filed for record among the Land Records of Allegany County, and said lot being more particularly jescribed as follows, to-wit:

BGINNING for the same at a peg on the East side of Cresap moad at the end of the first line of Lot No. 57, and running thence with said moad South 59 degrees 39 minutes west 40.17 feet, thence South 30 degrees 21 minutes East 120 feet toa 20 foot alley, and with said alley North 59 degrees 39 minutes East 45.7 feet to the end of the second line of Lot No. 57 and with said line reversed, North 33 degrees 00 minutes West 120.1 feet to the beginning.

SECOND: Allthose parts of Lots Nos. 27, 28, and 29 in the Sixth Addition in Bowling Green, as shown on a plat of bowlingGreen, recorded in Plat Box No. 112, among the Land Records of Allegany County, and more particularly described as a whole as follows, to-wit:

BCINNING at a hub in the South comer of Lot No. 58 as shown on the Plat of Bowling Green Addition to Cumberland, First Addition, and running with the Southeast line of Said Lot No. 58 North 59 degrees 35 minutes East 47.76 feet to a hub; then South 33 degrees 4.5 minutes Wast 250.77 feet to a hub; then South 33 degrees 4.5 minutes Wast 250.77 feet to the beginning. All bearings referred to are True North Meridian. Reserved in the above conveyance is a right-of-way for the electric power line.

It being the same parcels of ground conveyed by Rowland H. Shepherd and Louise 8. Shepherd, his wife, to Francis B. Harvey and mose M. Marvey, his wife, by deed dated the 23 day of September 1949, and to be recorded among the LandRecords of allegany County, Maryland, prior to the recording of this mortgage.

Said property being subject, however, to the covenants, conditions and restrictions referred to in said deed.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced

shall be added to the unpaid balance of this indebtedness. shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Togrifier with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining. privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and in hald the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s their successors are administrators or assigns, do and shall pay to the said mortgagee, its sucheirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when come shall become due and shall pay to the said mortgage. the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-helf of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the exist-ence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-two hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagec, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgegors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within minety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged proporty be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s their heirs, personal representatives and assigns, without the and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the navment of any monthly instablement. secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Titurss, the hand and seal of the said mortgagors Gerald L. Harrison Francis B. Harvey Rose M. Harvey (SEAL) (SEAL) State of Maryland, Allegany County, to wit: I hereby certify, That on this 23rd day of September in the year nineteen hundred and forty -nine Public of the State of Maryland, in and for said County, personally appeared Francis B. Harvey and Rose M. Harvey, his wife, , before me, the subscriber, a Notary the said mortgagors herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of lew that he had the proper authority to make this affidavit as agent for the WITNESS my hand and Notarial Seal the day and year aforesaid. (NotarialSeal) Gerald L. Harrison

Notary Public

Andres Tsirigotis et ux

Filed and Recorded September27" 1949 at 10:00 A.M. First Federal Savings and Loan

(Stamps \$5.50)

Chile Morinage, Made this 26th day of September year Nineteen Hundred and Forty -Nine _by and between_

in the

indrew Tsirigotis and Betty Was Tsirigotis, his wife, of Allegany County, in the State of Maryland parties of the first pert, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporete, incorporated under the laws of the United States of

Americe, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. Whereas, the said mortgegee has this day loaned to the said mortgegors , the sum of Fifty-Tap Hundred and Fifty (\$5,250.00)

Dollar

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-two and 94/100 (\$42.94)

Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be epplied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple. all the following described property, to-wit:

All that lot of ground lying and being on the Southerly side of Cecelia Street, in the City of Cumber land, Allagany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at the intersection of the South side of Cecelia Street with the East side of an Alley in the rear of the Yarnall property fronting on Park Street, and running thence with the South side of Cecelia Street, North 752 degrees East thirty feet, thence at right angles to said Cecelia Street, South 142 degrees East about sixty-five feet to the North side of the Alley running between Cecelia Street and Williams Street, then ce with said last mentioned Alley, South 86-1/6 degrees West about Fifty-eight feet to the said first mentioned Alley in the rear of Park Street, thence with this Alley, North 11 degrees East about Sixty feet to the place of beginning.

It being the same property conveyed by wilford F. Blough and Bernard L. Blough, her husband, to Betty Mae Tsirigotis by deed dated the first day of December, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, Folio 3 20.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every pert thereof, in good repair and condition, so that the at any time on said premises, and every port thereof, in good topair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may et its option advance sums of money at any time for the repair and improvement of buildings on the mortgeged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgegors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is lines and encumbrances, except for this mortgage, simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, simple title is conveyed that they will execute such further assurances as may be requisite. covenant that they Together with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to held the above described land and premises unto the said mortgagee, its

Us have and is held the above described land and premises unto the said mortgagee, its successors and essigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgege shall be void.

thúnu anna ann ain aith an dhána dha

And it is Agreed that until default be mede in the premises, the said mertgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby oovenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgege, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner fellowing to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or meking said sale; secondly, to the payment of all moneys owing under this mortgage, whether the seme shell have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-two hundred and fifty

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hercunder, end to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thorson with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such procoedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , forthemselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that mey be made on the mortgaged property, on this mortgage or note, or in any other wey from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasto, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with seid demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagec, immediately mature the entire principal and interest hereby socured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the horein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagers , by voluntery or involuntary grant or assignment, or in any other manner, without the mortgages's written consont, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be seoured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s Gerald L. Harrison

(Notarial Seal)

Andrew Tsirigotis Betty Mae Tsirigotis (SEAL) (SEAL) State of Maryland, Allegany County, to wit: I hereby rertify, That on this 26th day of September in the year nineteen hundred and forty -nine
Public of the State of Maryland, in and for said County, personally appeared
the said mortgagors herein and each acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared Gaorga W. Legge
Attorney and agent for the within named mortgages and made outh in due form of leggths. Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

i mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison

Notary Public

Wilfred A. Thompson et ux

Filed and Recorded September 27" 1949 at 10:10 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$8.80)

This Mortgage, Made this 26th dey of September year Nineteen Hundred and Forty-Nine by and between Wilfred A. Thompson and Dorothy V. Thompson, his wife

of Allegany County, in the Stete of Maryland parties of the first pert, hereinafter called mortgegors , and First Federel Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Marylend, perty of the second part, hereinafter called mortgagee.

which said sum the mortgagers agree to repey in instellments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-eight and 38/100(\$68.38)

Dollars,

Dollars,

on or before the first dey of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment mey be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell. convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple,

all the following described property, to-wit:
All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 8 and part of Lot No. 7 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Forest Lane with the Westerly side of Holland Street, and running thence with the Northerly side of Forest Lane, North 64 degrees 18 minutes West 86.74 feet; thence North 25 degrees 42 minutes East 35 feet; thence South 64 degrees 18 minutes East 83.529 feet, more or less, to the Westerly side of Holland Street; thence with the Westerly side of Holland Street, South 17 degrees 14 minutes West 35.38 feet, more or less, to the place of beginning.

It being the same property conveyed by William P. Roeder end Anna M. Roeder, his wife, to Wilfred A. Thompson and Dorothy V. Thompson, his wife, by deed dated the 21st day of July 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, Folio 443.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurence policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shell be added to the unpaid balance of this

The Mortgagor s covenant to meintain all buildings, structures and improvements now or at any time on said premises, and every pert thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of seid property shall be maintained.

It is agreed that the Mortgagee mey at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced

shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby werrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and enoumbrances, except for this mortgage, and do covenant that they will execute such further assurances as mey be requisite. Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers . their successors and assigns, forever, provided that if the said mortgagers . their heirs, executors, administrators or assigns, do end shall pey to the said mortgagee, its successors or assigns, the aforeseid indebtedness together with the interest thereon, as and when cessors or assigns, the aforeseid indebtedness together with the interest thereon, as and when the same shall become due and peyeble, end in the meentime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be veid.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thoreon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and peyable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lagge ______, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchesers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the peyment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s,

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-three hundred and fifty-nine

Dollers, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, te inure to the benefit of the mortgagee, its successors or assigns, to the extent of its mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage dobt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such dofault, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personel representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calondar year; to deliver to the mortgagee receipts evidencing the payment of all lions for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioretion of said property, or any part thereof, and upon the failure of the mortgagers to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security. or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a poriod of thirty days shall constitute a breach of this mortgago, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a roceiver to cellect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their hoirs, personal representatives and assigns, without the mortgegoe's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Attest:

Gerald L. Harrison

Gerald L. Harrison

Wilfred A. Thompson

OSEAL

OSEAL

State of Maryland, Allegans (County 4. 2016)

State of Maryland, Allegany County, to wit:

Jherehy reriffy, That on this 26th day of September
in the year nineteen hundred and forty nine, before me, the subscriber, a Notary wilfred A. Thompson and Dorothy V. Thompson, his wife, act and deed; and at the seme time before me acknowledged the aforegoing mortgage to be their

the said mortgagers herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the eeme time before me also personally appeared George W.Legge consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgagee.

WITNESS my hand and Notarial Seal the day and make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Angelo R. Samson et ux

ortgage

Filei and Recorded September 29" 1949 at 1:55 P.M.

First Federal Savings and Loan Association of Cumberland

Ulif Annique, Mede this 22th day of September in the year Nile teen Hundred and Forty Nine by and between Angelo R. Samson and Katherine V. Samson, his wife

parties of the first part, hereinafter celled mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

By the payment of Thirty-seven (\$37.00)

On or before the first day of eech end every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar menth, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage heving been a condition precedent to the granting of said advance.

Now Therefore. in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the seid mortgegors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situated and lying near the City of Cumberland, in Allegany County and State of Maryland, known as part of Lot No.111 of the Goethe Street Addition to Cumberland, Maryland, and more particularly described as follows, towit:

BEGINNING at a peg distant 53 feet on the East side of Calvin Street (formerly known as Warren Street) at the intersection of said Street with a 15 foot alley and running thence with Calvin Street, North 6 degrees 00 minutes East 100 feet, thence South 84 degrees 00 minutes East 90.7 feet to a 15 foot alley and with said alley, South 36 degrees 40 minutes East 127.8 feet, thence parallel with the second line of this property to the place of beginning.

It being the same property conveyed by Joseph Eggleston Johnston and Abbye Bell Johnston his wife, to Angelo R. Samson and Katherine V. Samson, his wife, by deed dated the 28 day of September, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the abovedescribed property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to meintain all buildings, structures and improvements now or at any time on said premises, and every part thoreof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

Improvements, so that the Wortgagee may at its option advance sums of money at any time for the It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of ell liens and encumbrances, except for this mortgage, simple title is conveyed herein free of ell liens and encumbrances as may be requisite.

and do cevenant that they will execute euch further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and is hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their

successors and assigns, forever, provided that if the said mortgagors, their successors and assigns, forever, provided that if the said mortgagors, theirs, executors, administrators or essigns, do and shall pay to the said mortgagee, its sucheirs, executors, administrators or essigns, together with the interest thereon, as and when cessors or assigns, the aforeseid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meentime do and shall perform all the cevenants the same shall become due and payable, then this mortgage shall be void.

tow Regard and

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the

said mortgagor s hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aferesaid, er of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some nowspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling er making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the aaid mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , representatives, heirs or assigns.

And the said mortgager s, further covenant to insure forthwith, and pending the exist-ence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged lend to the amount of at least Five thousand and to cause the policy or policios issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hercunder, and to place such policy or policies forthwith in possession of the mortgagec, or the mortgagee may effect said insurance and collect the promiums thereon with

interest as part of the mortgage dobt. And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgager s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to doliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged proporty, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor S to keep the buildings on said property in good condition of repair, the mertgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagoe for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mertgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without netice, institute proceedings to fore-close this mortgage, and apply for the appointment of a recoiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foroclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagers , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consont, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L.Harrison Angelo R. Samson Kutherine V.Samson SEAL SEAL (SEAL

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 28th day of September in the year nineteen hundred and forty -nine , before me, the subsoriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Angelo R. Samson and Matherine V. Samson, his wife,

the said mortgagors herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bena fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid, (Notarial Seal)

Garald L. Harrison

Harry F. Bennett et ux

Mortgage Filed and Recorded October 7"1949 at 11:00 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This/Mortgage, Made this 6th day of October

year Nineteen Hundred and Forty -Nine by and between Harry F. Bennett and Clora B. Bennett, his wife,

_of. _County, in the State of_ parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-one and 50/100 (\$51.50)

Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mertgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate at the corner of Columbia and Polk Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit BEGINNING at a point on the South side of Columbia Street, distant North 2/3 of a degree, West 4 feet from the Northwest corner of a two-story brick house (once used as a parsonage located on the lot East and adjoining the lot hereby intended to be conveyed) and running thence with said Columbia Street, North 73½ degrees west 30½ feet to Polk Street, then with Polk Street, South 23½ degrees west 113 feet to a fence, then South 74 degrees East 30½ feet to intersect a line drawn parallel to said Polk Street from theplace of beginning, then re-

versing said intersecting line, North 232 degrees East 113 feet to the place of beginning. It being the same property conveyed by Boyd E.Payton and Katherine H.Payton his wife, to Harry F.Bennett and Clora B.Bennett, his wife, by deed dated the 4 day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase priceof the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of meney so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor & hereby warrant generally to, and covenant with, the aaid mortgagee that the above described property ia improved as herein stated and that a perfect fee gages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Gonether with the buildings and improvements thereon, and the rights, reads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its

successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the

interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , representatives, heirs or assigns.

And the said mortgagor s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Five</u> thousand <u>Dollars</u> and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fore-close this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be socured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withres, the hand and seal of the said mortgagors Attest: Gerald L. Harrison Angelo R. Samson Katherine V.Samson (SEAL) (SEAL) (SEAL)

State of Maryland, Allegany County, to mit:

I hereby certify, That on this 28th _day of September in the year nineteen hundred and forty -nine

Public of the State of Maryland, in and for said County, personally appeared

Angelo R. Samson and Katherine V. Samson, his wife,
the said mortgagors herein and each acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared George W. Legge

Attack the said mortgagors and made outh in due form of law that the Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid. (Notarial Seal) Gerald L. Harrison

Notary Public

Harry F. Bennett et ux To

Filed and Recorded October 7"1949 at 11:00 a.M.

First Federal Savings and Loan Association of Cumberland PURCHASE MONEY

This/Mortgage, Made this_6th _day of__October year Nineteen Hundred and Forty -Nine by and between Harry F. Bennett and Clora B.

Bennett, his wife, _01_ _County, in the State of_ parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of per cent. per annum, in the manner following:

By the payment of Fifty-one and 50/100 (\$51.50)

Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiume and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate at the corner of Columbia and Polk Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit BEGINNING at a point on the South side of Columbia Street, distant North 2/3 of a degree, West 41 feet from the Northwest corner of a two-story brick house (once usedas a parsonage located on the lot East and adjoining the lot hereby intended to be conveyed) and running thence with said Columbia Street, North 73½ degrees West 30½ feet to Polk Street, then with Polk Street, South 23½ degrees West 113 feet to a fence, then South 74 degrees East 30½ feet to intersect a line drawn parallel to said Polk Street from theplace of beginning, then reversing said intersecting line, North 232 degrees East 113 feet to the place of beginning.

It being the same property conveyed by Boyd E. Payton and Katherine H. Payton his wife, to Harry F. Bennett and Clora B. Bennett, his wife, by deed dated the 4 day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase priceof the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Gonether with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its suc-cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the

said mortgagor s hereby covenant to pay when legelly demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, cevenant or condition of this mort-gege, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or <u>George W. Legge</u>, its duly constituted attorney or agent are hereby authorized and empowered, at any time thoreafter, to sell the preperty hereby mortgaged, or eo much thereof as may be necessary and to grant and convey the same to the purchasor or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspeper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to tho eaid mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mertgagers, further covenant to insure forthwith, and pending the existence of the mertgage, to keep insured by some insurance company or companies acceptable to the mortgegee or its euccessors or essigns, the improvements on the hereby mortgaged land to the emount of at least Sixty-nine hundred and sixty and to eause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hercunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said promises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrem pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repeir of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagoe, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fore-close this mortgage, and apply for the appointment of a receiver, as hereinafter previded; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any porson, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors ,their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgegor s
Harry F. Bennett Gerald L. Harrison Clora B. Bennett SEAL (SEAL) (SEAL) State of Maryland, Allegany County, to wit:

I hereby certify, That on this 6th day of ctober in the year nineteen hundred and forty -nine Public of the State of Maryland, in and for said County, personally appeared

Harry F. Bennett and Clora B. Bennett, his wife,
the said mortgagors herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the eame time before me also personally appeared George W. Legga Attorney and agent for the within named mortgagee and made oath in due form of law, that the

eonsideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the propor authority to make this affidavit as agent for the WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

William E. Ruehl et ux

Chattel Mortgage

Filed and Recorded September 15" 1949 at 2:20P.M. Cessna Finance Corporation

(Stamps \$1.10)

This Chattel Morinage Made this 12th day of September 19 49, by and between of Allegany County, State of Maryland, hereinefter called "mortgegor" and CESSNA FINANCE CORPORATION, a corporation duly incorporated under the laws of the State of Maryland,

WITNESSETH: Wherees the said mortgegor now stands indobted unto the said mortgagee in the full and just sum of \$1086.84, as is evidenced by mortgegors promissory note, bearing even date herewith, which said sum is payable at the office of the CESSNA FINANCE CORPORATION, 18 1/2 North Liberty Street, Cumberland, Meryland, in 12 consecutive monthly installments of \$ 90.57 day of each month efter the date and a final installment of \$ - , payable on the 12th hereof. First installment is due on Oct. 12, 1949

The aforesaid lean has been made under the terms and provisions of the "Maryland Industrial Finance Law" (Sections 151 to 192 of Article 11 of the Annotated Code of Maryland) and from the amount thereof there has been deducted the following: \$ 65.10 for interest (1/2% r during term of loan); \$ 21.74 service charge; \$ 4.10 recording fees; and \$ for interest (1/2% per month insurance. Receipt of \$ 995.90 is hereby acknowledged by the mortgagor.

Now, THEREFORF, this Chattel Mortgage witnessoth, that in consideration of the premises and of the sum of \$1.00, and in order to secure the prompt payment of said indebtedness, the seid mortgagor does hereby bargain, sell, transfer end assign unto mortgagee, its successors and assigns, the following personal property, to wit:

Make of Car Engine Nc. Serial No. Quantity Model Year 1946 71976 CJ2A-70394 1 Willys Jeep

18' inboard Century Motor Boat, Westinghouse Ref., Westinghouse Range, metal table, 4 chairs, Westinghouse Ironer, 4 metal cabinetts, 3 pc. living room suite, 4 4nd tables, Grant (medium) Mendenthall, 3 double beds, 3 dressers, 2 Vanities, 3 floor lamps, Westinghouse comb. radio.

The above described property includes all attachments and equipment, and is now located and to . Maryland. Park Heights, Cumberland

be kept at TO HAVE AND TO HOLD the above mentioned and described personal property to the said mortgagee its successors and assigns, forever.

Provided that if the seid Mortgagor their porsonal representatives, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of \$ 1086.84 , as end when the same shall become due and payable, according to the terms of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Mertgagor agrees to pey Mortgegee a dolinquent chergo of Five Cents (5c) per each default continuing for five (5) or more deys in the payment of One Dollar (\$1.00) or a portion thereof at the time any periodical installment is made provided, however, that such delinquent charge shall not be imposed more than once for the same default.

And it is agreed that until default be made in the premises, the said Mortgagor may hold and and it is agreed that until default be made in the plemises, the said mortgager may note and possess the aforesaid property upon paying in the meentime all taxes, assessments and public liens legally levied on said property, all which taxes and mortgage debt the said Mortgagor hereby covenants to pay when legally demandable.

It is further agreed that the seid property shall be kept at and not removed from the aforementioned address without the consent in writing of the seid party of the second part. The said Mortgagor shall keep in good repeir or condition the said property during the term of

Insurance settlement of any policy purchased by the Mortgage and paid for by the Mortgagor as insurance settlement or any policy purchased by the mortgage and paid for by the Mortgagor as noted above is based upon the actual value of property at time of loes, not to exceed limits of liability as set forth in said policy, and is peyable to Mortgagor or Mortgagee, as interests may appear. this mortgage.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance er conditional sales contract against the same; and that said property shall be subject to view and inspection by mortgages at any time.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies The mortgagor shall immediately notify the mortgagor of registered mail or any and all levies which may be placed upon the said property by any constable, sheriff or other efficer, and the mort-

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone	Dorotny M. Evans	(SEAL)
WITNESS Geneva Stone	Ray R. Svans	(SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT: I HEREBY CERTIFY that on this 3rd day of October , 19 49 , before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy M. Evans and Ray M. Evans, her husband the Mortgagor(s) named in the foregoing Chattel Mortgago and acknowledged eaid Mortgage to be their act. And, at the the Mortgagor(s) named same time, before me also personally appeared LESTER MILLENSON, the within named Mortgages, and made eath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Ceneva Stone Notary Public

(NOTARIAL SEAL)

*Insort the word "including" or the word "with" as the circumstances may require.

Joseph H.Stitcher et ux

Filed and Recorded October 11"1949 at 4:00P.M.

Mortgage

First Federal Savings and Loan of Cumberland

(Stamps \$5.50)

This Anrigage, Made this 11th day of year Nineteen Hundred and Forty -Nine by and between
Joseph H. Stitcher and Carmel R. Stitcher, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of___ Fifty Eight Hundred (\$5800.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-two and 92/100 (\$42,92)

Dollars.

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the heroinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor 8 do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground on the Southeasterly side of Frederick Street in Cumberland, Allegany County, Maryland, known as Lot No. 25 on the Revised Plat of Twigg Addition to Cumberland as filed in Plat Case Box No. 153, among the Land Records of Allegany County; said revision of said plat having been necessitated by the change in location of Frederick Street; said Lot No. 25 being more particularly described as follows:

LOT NO. 25: BEGINNING on the southeasterly side of Frederick Street (as now located) at its intersection with the southwesterly side of Warren Street, and running thence with Frederick Street South 32 degrees 13 minutes West 50-15/100 feet; thence with the boundary line between Lot No. 25 and Lot No. 24, South 52 degrees 44 minutes East 443-65/100 feet to the rear boundary of Twiggs Addition; thence with it North 34 degrees 41 minutes East 50-17/100 feet to the boundary line between said Lot No. 25 and Lot No. 26; thence with said boundary line and with the same extended, North 52 degrees 44 minutes West 445-15/100 feet to the beginning.

It being the same property conveyed by Louisa P. Henderson, widow, to Joseph H. Stitcher and Carmel R Stitcher, his wife, by deed dated the 28th dayof March, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, Folio 304.

It is agreed that the Mortgagoe may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtednoss.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacemente, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee agee that the above described property is improved encumbrances, except for this mortgage, imple title is conveyed herein free of all liens and encumbrances, except for this mortgage, imple title is conveyed herein free of all liens and encumbrances as may be requisite. and do ovenant that they will execute such further assurances as may be requisite.

Unarther with the buildings and improvements thereon, and the righte, roads, ways, water, privileges and appurtenances thereunto belonging or in anywice appertaining.

On haur and in held the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagor s . their

heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, ite successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Hand Hunnannahannahannahan

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interast theraon, the

said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage dabt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgaga, then the entire mortgage debt intended to be hereby secured shall at onca become dua and payeble, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Georga W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mort-__, its duly constituted attorney or agent gaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of tha time, place, mannar and terms of eale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all

expenses incident to such sale including taxes, and a commission of eight per cent. to the party eelling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. said mortgagors , their heirs or assigns, and in case of advertisement under the abova power

And the said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvaments on tha hareby mortgaged land to the unt of at least Fifty-eight hundred--

and to causa the policy or policies issued therefor to be so framed or endorsad, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all ronts, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagea on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in eny other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mort-gegee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagea for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagae may, without notice, institute proceedings to fore-close this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without ragard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgegors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performanca of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

	Carmel R. Stitcher (SEAL) (SEAL)
State of Maryland, Allegany County, t I hereby certify, that on this 11th in the year nineteen hundred and forty -nine	o wit: day ofOctober
Joseph H. Stitchar and Carmel & Stitcher	County, personally appeared
act and deed; and at the same time before me also position and agent for the within named mortgage consideration in said mortgage is true and bona fit oath in due form of law that he had the propor authorized mortgage.	edged the aforegoing mortgage to be their ersonally appeared George W. Legge ee and made oath in due form of law, that that de as therein set forth, and did further make ority to make this affidavit as agent for the
WITNESS my hand and Noterial Seal the day and (Notarial Seal)	d year aforesaid.

Joseph H. Stitcher

Earl O. Keysar et ux To

Filed and Racordad October 13" 1949 at 10:30 A'M.

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 10th day of Octo October Earl U. Keyser and Geogia M. Keyser, his wife, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Thereas, the seid mortgegee hes this day loaned to the said mortgagor s , the sum of Six T housand (\$6,000.00)

which said sum the mortgegors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

Dollars.

By the payment of Seventy-five (\$75.00)

Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calandar month, and the said installment peyment mey be applied by the mortgegee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, togother with the interest thereon, the said mortgagors do give, grent bargain and sell, convey, release and confirm unto the seid mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land, together with the improvements thereon, known as Lot No.9 Block 14 of the Cumberland Heights Addition to the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a point on the Southerly side of Louisiana Avenua where line dividing Lots No. 8 and 9 intersect same, said point also being South 22 degrees and 9 minutes East 81.1 feet from the intersection formed by the extension of the Southerly side of Louisiana Avenue and the extension of the Easterly side of Sheridan Place (formarly Fairview Place) and running thence at right angles to Louisiana Avenue and along said dividing line of Lots No. 8 and 9 South 67 degrees and 51 minutes West 111.05 feet to the Easterly side of Sheridan Place, thence along the Easterly side of Sheridan Place North 31 degrees and 39 minutes East 117.5 feet to a point thenca continuing along the Easterly side of Sheridan Place with a curved line to the right tangent to the last named course and with radius of 10 feet for a distance of 17.9 feet to a point on the Southerly side of Louisiana Avenue, thence along the Southerly side of Louisiana Avenue South 22 degrees and 9 minutes East 61.4 feet to the place of beginning.

It being the same property conveyed to EarlO. Keyser, and Gaorgia M. Keysar, hie wife, by Charles Miller and Lula V. Miller, his wife, by deed dated July 6tm, 1943, and recorded in Liber No. 196, folio 542, Land Record of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at enytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the eaid mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

That the buildings end improvements thereon, and the rights, roads, ways, water, and on the content of the results belonging or in anywise appertaining.

Transfer with the buildings end improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and in hald the above described land and premises unto the eaid mortgagee, its successors and assigns, forever, provided that if the said mortgagers their successors and assigns, forever, provided that if the said mortgagers their successors and assigns, the assigns or assigns, do and shall pay to the eaid mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payeble, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-gage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee. its successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and ompowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor \$ _representatives, heirs or assigns.

And the said mortgagers , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand --and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgageo, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their hoirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fore-close this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withres, the hand and seal of the said mortgagor s Attest:

Earl O. Keyser Gerald L. Harrison (SEAL) Georgia M. Keyser (SEAL) (SEAL) (SEAL) State of Maryland, Allegany County, to wit: I hereby certify, That on this 10th _day of October

in the year nineteen hundred and forty nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared the State of Maryland, in Keyser, his wife,

the said mortgagor s herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the i mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

(NotarialSeal)

Notary Public

James Vernon Courtney et ux To

Filed and Recorded October 14" 1949 at 10:30 A.M. First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

Uhis/Mortgage, Made this 13th day of Oct ober year Nineteen Hundred and Forty -Nine by and between James Vernon Courtney and Mary Ellen Courtney, his wife, of Allegany County, in the State of part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. Whereas, the said mortgagee has this day loaned to the said mortgagers , the sum of Seventy-Two Hundred (\$7200.00)

which said sum the mortgagor s agroe to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-three and 28/100 (\$53.28)

Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to tho granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereen, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights, in Cumberland, allegany County, Maryland, known as Lot No. Twenty-nine (29) of Block No. 5 as shown on a revised plat of Johnson Heights Addias Lot No. Twenty-nine (29) of Block No. 5 as shown on a revised plat of Johnson Heights Addition, dated April,1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

All that lot, piece or parcel of land situated, lying and being along the southerly side of Prince Georges Street in the City of Cumberland, Allegany County, State of Maryland, and being Lot No. 29, Block 5 of Johnson Heights Addition to Cumberland, Maryland, date of plat of Johnson Heights Addition, April 1936, and which said Lot No. 29, Block 5 is described as follows, to-wit:

BEGINNING for the same at a point along the southerly side of Prince Georges Street distant. Three hundred thirty (330) feet measured in an easterly direction along the southerly side of Prince Georges Street from its intersection with threeasterly side of Hill Top Drive and running thence with the southerly side of Prince Georges Street, North Eighty-seven (87) degrees Eighteen (18) minutesEast Thirty-six (36) feet thence at right angles to Prince Georges Street, South Two (2) degrees Forty-two (42) minutes East One hundred thirty (130) feet to the northerly side of an alley and with it South Eighty-seven (87) degrees Eighteen (18) minutes West Thirty-six (36) feet thence North Two (2) degrees Forty-two (42) minutes West One Hundred thirty (130) feet to the place of beginning. All courses refer to the True Meridian and allmeasurements are norithe place of beginning. All courses refer to the True Meridian and allmeasurements are nori-

It being the same property conveyed by Robert W. Welch and Anna M. Welch, his wife, to James Vernon Courtney and Mary Ellen Courtney, his wife, by deed dated the 13, day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgager that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite. Togrifier with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise apportaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their hoirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its suo-cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the

said mortgagors hereby covenant to pay when legally domandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George A. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thoreof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagers , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-two hundred--and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagec, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagers , as additional security for the payment of the indebtedness hereby secured, do horeby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions horein

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the precoding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgageo may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors ,their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, ae herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Gerald L.Harrieon	wames vernon Courtney (SEAL)
	Fary Ellen Courtney (SEAL)
State of Maryland, Allegany County, to	(SEAL)
in the year nineteen hundred on this 13th	day of October
Public of the State of Maryland, in and for said C	ounty, personally appeared ourtney, his wife.
act and deed; and at the eamo time before me also pe Attorney and agent for the within named mortgage consideration in said mortgage is true and bona fice ath in due form of law that he had the proper autho said mortgage.	rsonally appeared George W. Legga , ee and made oath in due form of law, that the de as therein set forth, and did further make rity to make this affidevit
WITNESS my hand and Notarial Seal the day and (Notarial Seal)	year aforesaid.

Notary Public

John W. Chene y et ux

Filed and Recorded October 20" 1949 at 3:50 P.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 20th day of October year Nineteen Hundred and Forty -Nine by and between John W. Cheney and Rena A. Cheney, his wife,

in the

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor 8, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, horeinafter called mortgagee.

Thereas, the said mortgagee has this day loaned to the said mortgagors , the sum of Fifty-Five Hundred (\$5500.00)

and sum the mortgagors agree to repay in installments with interest thereon from the manner following: which said sum the mortgagors agree to repay in installments with interest the date hereof, at the rate of per cent per annum, in the manner following:

By the payment of Forty and 69/100 (\$40.69)

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornade insurance premiums and other charges affecting the heroinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Nam Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:
All that lot andparcel of land located on the Westerly side of Wills Mountain, known as

Lot No. 27 in the "Sub-Division of Harry B. Klosterman property -- three miles west of Cumberland, Maryland", as shown on a plat dated June, 1940, made by H.W. Schaidt, civil engineer, and to be recorded among the Land Records of Allegany County, Maryland, said lot being described asfollowe:

LOT NO. 27: BEGINNING for the same at a point along the Southeasterly eide of Georges Creek Boulevard at the end of the second line of Lot No. 26, said point being distant South 23 degrees 39 minutes West 302.15 feet and then South 27 degrees 14 minutes West 49.4 feet from the end of 22.9 feet on the third line of the whole tr act conveyed by Amanda J. Lakin to Harry B. Klosterman, et ux by deed dated April 1, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No.175 folio 105, and running thence along and with the Southeasterly eide of Georges Creek Boulevard South 27 degrees 14 minutesWest 44 feet; thence etill with said Georges Creek Boulevard South 35 degrees 54 minutes West 6 feet; thence at right angles to Georges Creek Boulevard, South 54 degrees 6 minutes East 218 feet; thence North 47 degrees 9 minutes East 86-1/10 feet to the end of the third line of aforesaid lot No. 26; thence reversing said third line, North 62 degrees 46 minutes West 244 feet to the place of beginning.

It being the same property conveyed by Edward M.Twigg and Virginia L.Twigg, hie wife, to John W. Cheney and Rena A. Cheney his wife, by deed dated the 20 day of October, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.
This mortgage is given to secure a part of the purchase price of the abovedescribed prop-

erty and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgageo is the Beneficiary and which is held by the Mortgagee as additional collateral for thie indebtodness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors heroby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as horein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite. o covenant that they with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise apportaining.

To have and to hold the above described land and premises unto the said mortgages, its on hanr and in hold the above described land and promises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagers, their successors and assigns, do and shall pay to the said mortgages, its eucheirs, executors, administrators or assigns, do and shall pay to the said mortgages, its eucheirs, executors, administrators or assigns, the aforesaid indebtedness together with the interest thereon, as and when cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein entheir part to be performed, then this mortgage shall be void.

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And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgege debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in pert, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, end these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent are heroby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, mannor and terms of sale in some newspapor published in Cumberland, Maryland, which said sale shall be at public euction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balence, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sele, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at leest Fifty-five hundred

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagoe, its successors or assigns, to the extent of its amount of at leest Fifty-five hundred lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as pert of the mortgage debt.

And the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgageo, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recoipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgegee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgege in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in eny other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s Attest:

(NotarialSeal)

John W. Cheney Rena A. Cheney Gerald L. Harrison (SEAL) (SEAL) (SEAL) State of Maryland, Allegany County, to mit: (SEAL) I hereby certify, That on this 20th day of October in the year nineteen hundred and forty -nine Public of the State of Maryland, in and for said County, personally appeared the said manufacture and dens A. Cheney his wife, , before me, the subscriber, a Notary the seid mortgagors herein and each acknowledged the aforegoing mortgage to be their act and deed; and et the same time before me also personally appeared George W. Legge consideration in said mortgage is true and bona fide as therein set forth, and did further make the form of law that the cash in due form of law that the cash in due form of law that the cash in due form of law that the bad the manner sutherity to make this set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

William O. Shipley et ux eta 1

Filed and Recorded October 20" 1949 at 9:50 A.M.

First Rederal Savings and Loan Association of Cumberland

PURCHASE MONEY

THE HOLD AND DESCRIPTION OF Allegary

PURCHASE MONEY

day of October

in the

october

joy and between

william O.Shipley and Iris E.Shipley, his wife, and Tarleton Shipley and Gertrude Shipley

county in the State of Maryland is wife of Allegany County, in the State of Maryland parties of the first part, hereinafter celled mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, perty of the second part, hereinafter called mortgagee.

on or before the first dey of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Village of Cresaptown, Maryland, and known and distinguished as the Northerly one-half of Lot No.19 Amcelle Acres Addition, said part of said lot being more particularly described as follows:

BEGINNING for thesame at a point 50 feet distant from a stake standing on the East edge of Harold Drive of the Amcelle Acres Addition said stake also being at the beginning of the first line of said whole Lot No. 19 of said Addition, and running thence parallel with said first line of said whole Lot No. 19 North 78 degrees 10 minutes West about 250 feet to the second line of said whole Lot No.19, and with the remainder of said second line North 3 degrees 15 minutes West 50.6 feet to the third line of said whole Lot No.19, thence with said third line South 78 degrees 10 minutes West 243 feet to Harold Drive and with said Harold Drive South O degrees 42 minutes West 50 feet to the place of beginning.

It being the same property conveyed by Wilbert H. Nicholas and Naomi L. Nicholas his wife, to William O.Shipley and Iris E. Shipley, his wife, by deed dated the 18 day of October, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording

of this mortgage.
SECOND: All those two lots or parcels of ground known as Lot Numbers 286 and 287 on the plat of Walsh's Addition to Cumberland hereinbefore mentioned and beginning for the same at the intersection of the North side of River Avenue, with the South side of Monroe Street, and running thence with said River Avenue, South 74-1/4 degrees West about 165 feet to the North side of an alley, then with the North side of said alley, North 61-3/4 degrees West about 18.8 feet to the dividing line between Lot Number 285 and 286 in said Addition, then with said dividing line North 28-1/4 degrees East about 120 feet to the South side of Monroe Street, then with the South side of said Monroe Street, South 61-3/4 degrees East about 147 feet at the

point of beginning.

Said second parcel being the same property conveyed by Edward J. Ryan, Trustee, to Tarleton Shipley andGertrude Shipley, his wife, by deed dated the 13th day of August, 1937, and being recorded among the Land Records of Allegany County, Maryland, in Liber No. 178, folio 456. This mortgage is given to secure a part of the purchase price of Parcel No. one described in this mortgage and is therefore a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at enytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to meintain all buildings, structures and improvements now or at any time on said premises, and every pert thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid belance of this indebtedness.

The said mortgagor & hereby warrent generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and thet a perfect fee gages that the above described property is improved as herein stated and that a perfect ree simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Gaether with the buildings and improvements thereon, and the rights, reads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its suonears, executors, administrators of assigns, to and shall pay to the said mortgagee, its successors or assigns, the eforesaid indebtedness together with the interest thereon, as and when the same shall become due and peyable, and in the meentime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the ontire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are horoby declared to be made in trust, and the said mortgagee, its successors or assigns, or George M. Legge , its duly constituted attorney or agent are hereby authorized and ompowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thoroof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspepor published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale. one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgegee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four-thousand end to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is heroby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom ponding such proceedings as may be nocessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgageo as follows: (1) to doliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and peyable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgegor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee may, without notice, institute proceedings to fore-close this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the heroin mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's writton consent, or should the same be oncumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagoe's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be socured shall become due and demandable after default in the payment of any monthly installments, as hercin provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors Gerald L. Harrison William O. Shipley Iris E. Shipley (SEAL) Tarlton Shipley (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 18th

consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of lew that he hed the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid. (NotarialSeal)

Gerald L. Harrison

Gertrude Shipley

John M. Barncord et ux To

Filed and Recorded October 24" 1949 at 10:00A.M.

First Federal Savings and Loan Association of Cumberland

This Anrigage, Made this 21st day of October in the year Nineteen Hundred and Forty -Nine by and between John M. Barncord and Leora Catherine Barncord his wife,

of Allegany County, in the Stete of Maryland part ies of the first part, hereinafter called mortgegor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter celled mortgagee.

Thereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of_ Five Thousand (\$5000.00) which said sum the mortgagor s agree to repay in instellments with interest thereon from the date hereof, at the rate of 5 per cent. per ennum, in the manner following:

date hereof, at the rate of 5 per cent. per ennum, in the manner following: By the payment of Fifty (\$50.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shell be computed by the calendar month, and the said installment payment may be epplied by the mortgage; in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principel sum. The due execution of this mortgege having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagec, its successors or assigns, in fee simple, all the following described property, to-wit:

Parcel One: All that parcel or piece of land situated, lying and being along the southeasterly side of the County Road connecting the Old National Pike at the Camp Ground, with the Winchester Road, in Allegany County, State of Maryland, and which is described as follows, to-wit: BEGINNING for the same at a stake on the South easterly side of the County Road at the end of 299-1/2 feet on a line drawn North 22 degrees East 450 feet and running thence along the Southeasterly side of saidCounty Hoad South 68 degrees East 576 feet, thence South 43 degrees 52 minutes West 485.4 feet then North 68 degrees West 396 feet to the beginning.

It being the same property conveyed by Michael J. Healy, widower, to John Mitchell Barmcord and Leona Catherine Barmcord, his wife, by deed dated the 30th day of June, 1939 and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 184, Folio 175.

Excepting however from the above described parcel of land all that part of the same which was conveyed by Michael J. Healy and Pearl C. Healy, his wife, unto Frederick M.Martz by deed dated November 10, 1924, and recorded among the Land Records of Allegany County, in Liber 148, Folio 599. Which said part excepted as aforesaid begins at the beginning of the whole tract on the Easterly side of the road connecting the Old National Pike with the Winchester Road and running thence along the East side of said road North 22degrees East 90 feet, thence South

and running thence along the East side of said road North 22degrees East 90 feet, thence South 68 degrees East 432.1 feet to the third line of said whole parcel, thence with a portion of said line of the said whole portion South 43 degrees 52 minutes West 97 feet and thence along the fourth line of whole said portion North 63--West 396 feet to the place of beginning.

Also excepting, however, that parcel of ground conveyed by John M. Barncord and Leora Catherine Barncord, his wife, to Donald Birch McGill by deed dated June 30th, 1939, and which is recorded in Liber No. 134, Folio 176, Land Record of Allegany Caunty, Maryland.

Parcel Two: All that tract, piece or parcel of land lying along the Southeasterly side of the County Road connecting the Old National Pike at Allegany Grove CampGround with the Winchester Road, in District No. 29 in Allegany County, Maryland, and described as follows:

BEGINNING at the beginning of the first line of a deed from David? Miller, to Mary A.

BEGINNING at the beginning of the first line of a deed from David P. Miller, to Mary A. Barncord, and running with the first line of said deed as recorded among the LandRecords of Allegany County in Liber No. 131, folio 514, and running along the Southeasterly side of the County Road North 30 degrees East 50 feet to a stake, thence across said whole lot ae describ-

County Road North 30 degrees East 50 feet to a stake, thence across said whole lot ae described in said deed, South 68 degrees East 589 feet to intersect the third line of said deed; then with the third line South 43 degrees 52 minutes west 53-1/3 feet to the end of said third line, then with the burth line of said deed worth 66 degrees west 576 feet to the place of beginning. It being part of the same property conveyed by much - 0 bonnell, Trustee, by John Mitchell Barncord and others by deed dated the 10th may of October, 1941, and recorded among the Land Records of Alleyany County Maryland in Liber No. 191 folio 121. The Barncord, his wise, by deed from much a County, Maryland in Liber No. 191 folio 521. 1941, and recorded among the Land Records of Allegany County, Maryland in Liber No. 191 folio 521. 1941, and recorded among the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the

payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagos covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or ceuse to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances, except for this mortgage, simple title is conveyed herein free of all lions and encumbrances as may be requisite. covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

To hape and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor S, their heirs, executors, administrators or essigns, do and shall pay to the seid mortgagee, its suc-cessors or assigns, the aforeseid indebtedness together with the interest thereon, as and when the same shall become due and payable, end in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its payable, and these presents are herroy declared to be made in trust, and the said mortgagee, its successors er assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, er so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspeper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party eelling or making said eale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over te the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the eaid mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Five thousand</u> and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lion or claim herounder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums theroon with

interest as part of the mortgage debt.

And the said mortgager s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be mede on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee mey demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenante or conditions for thirty consecutive days.

Withres, the hand and seal of the said mortgagor s Attest: Lynn C. Lashley John M. Barncord Leora Catherine Barncord (SEAL) (SEAL State of Maryland, Allegany County, to wit: (SEAL) I hereby certify, That on this 21st day or October in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John M. Barncord and Leora Catherine Barncord his wife. the eaid mortgagors herein and <u>each</u> acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared <u>George W. Legge</u>. Attorney and agent for the within named mortgagee and made oath in due form of law, that the coath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee. WITNESS my hand and Notarial Seal the day and year aforesaid.

Lynn C. Lashley Netary Public Paul A. Lapp et ux

Filed and Recorded October 25"1949 at 10:20 A.M.

Mor tgage

First Rederal Savings and Loan Association of Cumberland

(Stamps\$2.20)

This Mortgage, Made this 24th day of October year Nineteen Hundred and Forty-Nine by and between Paul A. Lapp and Dorothy Lapp, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinefter called mortgegors, and First Federal Sevings and Loan
Association of Cumberlend, a body corporate, incorporated under the laws of the United States of

America, of Allegany County, Maryland, party of the second part, hereinafter celled mortgagee. Whereas, the said mortgagee has this day loaned to the said mortgagors , the sum of Twenty Three Hundredand Fifty (\$2350.00)

Dol

which said sum the mortgagors agree to repey in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following: By the payment of Twenty-three and 50/100 (\$23.50)

Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be peid, which interest shall be computed by the calendar month, and the said installment peyment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said edvance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargein end sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land lying and being situated on the Southeast side of the Bedford Road about 4-1/3 miles Northwardly from the City of Cumberland, inElection District #21 of Allegany County, State of Maryland, and particularly described as follows, towit: BEGINNING for the same at the East edge of the concrete on the East side of the Bedford Road at the end of one and one -half perches and one link, in a Northeasterly direction from the North end of a head-wall of a concrete culvert on the East side of the BedfordRoad, it being the endof the third line of Harry C. Gillum and wife's lot, as described in a deed from Duncan G. Gillum and wife, said deed bearing date of April 7, 1923, and recorded in Liber No. 143 folio 43 of the LandRecords of Allegany County, Maryland, and running thence reversing part of said third line its original bearing, South 41 degrees East 381.5 feet to iron peg, South 41 degrees west 115.9 feet to iron peg, North 40 degrees 30 minutes West 399 feet to the East edge of the concrete on the said Bedford Road thence with the East edge of said concrete North 50 degrees East 115.9 feet to the place of beginning. Containing one acre, more or less. Surveyed February 29, 1928. All bearings Magnetic.

It being the same property which was conveyed to the said Paul a. Lapp and Dorothy Lapp his wife, by George L. Yeargan and Rose E. Yeargan, his wife, by deed dated October 20th, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, Follo

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurence Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvments, so that the efficiency of said property shall be mainteined.

It is agreed that the Mortgagee mey at its option advance eums of money at any time for the

repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee uple title is conveyed herein free of all liens and encumbrances, except for this mortgage, do covenent that they will execute such further assurances as may be requisite. Covenent that the buildings and improvements thereon, and the rights, roads, ways, water,

Ganging with the buildings and improvements thereon, and the rights, roads, ways, water, privilegee and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described lend and premises unto the seid mortgegee, its successors and assigns, forever, provided that if the said mortgagor s, their successors and assigns, forever, provided that if the said mortgagor s. heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its euocessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mertgage dobt and interest thereon, the said mertgagors hereby covenant to pay when legally demandable.

said mertgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W.Legge , its duly constituted attorney or agont are hereby authorized and empowered, at any time thereafter, to sell the property hereby mertgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making seid sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shell have then matured or not; and as to the balance, to pay it over to tho said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mertgagor s . their representatives, heirs or assigns.

And the said mortgagor s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by aome insurance company or companies acceptable to the mortgagee or its successors er assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three hundred and fifty

Dollars, end te cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the oxtent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgegee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgegor s , for them selves and their hoirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmentel levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor's to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest horeby secured, and the mortgagee may, without notice, institute proceedings te foreclose this mortgage, and apply for the appointment of a recoiver, as heroinafter previded; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any socurity for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court mey direct; (4) that should the title to the heroin mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgegor s , by voluntary or involuntary grant or assignment, or in any other mannor, without the mortgagee's written consent, or should the same be encumbered by the mertgagor s , their hoirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as horoin provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgager s Attest: Gerald L. Harrison Paul A. Lapp DorothyLapp (SEAL) (SEAL) State of Maryland, Allegany County, to wit:

I hereby certify, That on this 24th day of October in the year nineteen hundred and forty nine Public of the State of Maryland, in and for said County, personally appeared

the said martenand for the State of Maryland, in and for said County, personally appeared the eaid mortgegors herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the

consideration in eaid mortgage is true and bona fide as therein eot forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the

WITNESS my hand and Notarial Seal the day and year aforesaid. (NotarialSeal)

Gerald L. Harrison

Richard H. Bittinger et ux

Filed andRecorded October 25" 1949 at 10:20A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$5.50)

This Mortgage, Made this 24th dey of October

year Nineteen Hundred and Forty Nine by and between

Richard H. Bittinger and Mary J. Bittinger, his wife,
of Allegany County, in the Stete of Maryland
part ies of the first part, hereinefter called mortgagors, and First Federal Sevings and Loen
Association of Cumberland, a body corporate, incorporated under the laws of the United States of

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. Thereus. the said mortgagee has this day loaned to the said mortgagor s , the sum of Five Thousand (\$5,000.00)

which said sum the mortgegors agree to repey in instellments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-one and 16/100 (\$41.16)

Dollare, on or before the first day of each and every month from the date hereof, until the whole of eaid principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, end (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advence.

Now Threfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot orparcel of ground on the eoutheasterly side of Frederick Street in Cumberland, Allegany County, Maryland, known as Lot No. 30 on the Revised Plat of Twigg Addition to Cumberland, as filed in Plat Case Box No. 153 among the Land Records of Allegany County; said revision of said plat having been necessitated by the change in location of Frederick Street; said Lot No. 30 being more particularly described as follows:

LOT NO. 30: BEGINNING for the same on the southeasterly side of Frederick Street (as now located) at its intersection with the boundary line between Lot No. 29 and Lot No. 30 (said beginning point being also North 32 degrees 13 minutes East 150.45 feet from the intersection of said side of Frederick Street with the northeasterly side of Warren Street) and running thence with said boundary line South 52 degrees 44 minutes East 450.22 feet to the rear boundary line of Twigg Addition; thence with part of said rear boundary line North 34 degrees 41 minutes East 50.17 feet to Lot No. 31; thence with the boundary line between Lots Nos. 30 and 31 North 52 degrees 44 minutes West 452.37 feet to the southeasterly side of Frederick Street; thence with it South 32 degrees 13 minutes West 50.15 feet to the beginning.

It being the same property conveyed by Louisa P. Henderson, widow, to Richard H. Bittinger and Mary J. Bittinger, his wife, by deed dated the 15th day of April, 1946, and which is recorded among the LandRecords of Allegany County, Maryland, in Liber No. 209, Folio 282.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, etructures and improvements now or at any time on said premises, end every part thereof, in good repair and condition, so that the same shall be setisfactory to and epproved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repaire, renewals, and improvments, so that the efficiency of seid property shall be maintained.

It is agreed that the Mortgagee mey at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, end any sums of money so advanced shall be added to the unpaid belance of this indebtedness.

The said mertgagors hereby warrant generally to, and covenant with, the said mert-gagee that the above described property is improved as herein stated and that a perfect fee gagee that the above described property is improved as herein stated that a perfect fee simple title is conveyed herein free of all liens and enoumbrances, except for this mortgage, and do covenant that will execute such further assurances as may be requisite. Together with the buildings end improvements thereon, and the rights, roads, ways, water,

privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers , their

heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its succossors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these prosents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ___George W._Legge ______, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moncys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgegor s, their heirs or assigns, and in case of advertisement under the above power but no sele, one-half of the above commission shall be allowed and paid by the mortgagor? , their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with

And the said mortgagers , as additional security for the payment of the indebtedness hereby secured, do horeby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do horeby covonant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninoty days after the same shell become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgages for a period of thirty deys shall constitute a breach of this mortgage, and at the option of the mortgageo, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account thorefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgager s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitnrss, the hand and seal of the said mortgagors

Gerald L. Harrison	Richard H. Bittinger (SEAL) Wary J. Bittinger (SEAL)
State of Maryland, Allegany County, I hereby certify, that on this 24th in the year nineteen hundred and forty - nine	
Rublic of the State of Maryland, in and for said sichard H.Bittinger and Mary J.Bitti the said mortgagors herein and each acknown act and deed; and at the same time before me also Attorney and agent for said time before me also	d County, personally appeared ngar, his wife, wledged the aforegoing mortgage to be their personally appeared George W. Legge
Attorney and agent for the within named mortge consideration in said mortgage is true and bona oath in due form of law that he had the proper aut said mortgagee. WITNESS my hand and Notarial Seal the day a Notarial Seal	fide as therein set forth, and did further make thority to make this affiderate
A. Tambal	Canald I V

Notary Public

James Wilkins Jr et ux

To

Filed and Recorded October 25" 1949 at 10:30 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This /Hortnane, Made this 24th day of October in the year Nineteen Hundred and Forty-Nine by and between James Wilkins Jr. and Winifred Eileen Wilkins, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Sixty-Five Hundred (15500.00)

Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of the per cent. per annum, in the menner following:

By the payment of Sixty-five (*65.00)

Dollars, on or before the first dey of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire end tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Thrrefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot fronting 35 feet on Louisiana Avenue, in Cumberland Heights Addition to Cumberland, Allegany County, Maryland, known as Lot No. 2 of Block 14 of said Addition, which lot is here by described as follows:

BEGINNING at a point on Louisiana Avenue at the end of the first line of Lot No. 1 of Block 14 and running thence with Louisiana Avenue, North 22 degrees 9 minutes West 35 feet; then at right angles to said Louisiana Avenue, South 67 degrees 51 minutes West 125 feet to a twenty foot alley, thence with said alley, South 22 degrees 9 minutes Last 35 feet to said Lot No. 1 of Block 14, thence with the second line reversed of said lot, North 67 degrees 51 minutes East 125 feet to the beginning.

It being the same property conveyed by The Liberty Trust Company, Trustee, to James Wilkins, Jr. and Winifred E. Wilkins, his wife, by deed dated the -- day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thoreof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

Improvments, so that the differency of said property shall be maintained.

It is agreed that the Mortgegee mey at its option edvance sums of money at any time for the repair and improvement of buildings on the mortgeged premises, and any sums of money so advanced repair and improvement of buildings on the mortgeged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

shall be added to the unpaid balance of this indebtedness.

The said mortgegors hereby werrant generally to, and covenant with, the said mortgage that the above described property is improved es herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and is hold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgager s, their successors and assigns, forever, provided that if the said mortgager s, their successors and assigns, forever, provided that if the said mortgager, its sucheirs, executors, administrators or essigns, do and shall pay to the said mortgages, its sucheirs, executors, administrators or essigns, do and shall pay to the said mortgage, its sucheirs, executors, administrators or essigns to essential the interest thereon, as and when cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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Mortgage

in the

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgaga debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the

interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be mada in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of aight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it ovar to the said mortgegors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors. _representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgege, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-five hundred and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgageo, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to doliver to the mortgagee on or before March 15th of each year tax receipts evidencing tha payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagea receipts evidencing the payment of all liens for public improvements within ninety days after the same shell become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other wey from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failura of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate ropair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately matura the entire principal and interest hereby secured, and the mortgagea may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect tha rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors ,their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the peyment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors Gerald L. Harri son

Winifred Eileen Wilkins (SEAL) State of Maryland, Allegany County, to wit: (SEAL) I hereby certify, That on this 24th in the year nineteen hundrod and forty nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared the said mortgagors herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George w. Legge consideration in said mortgage is true and bona fide as therein set forth, and did further make cath in dua form of law that he had the proper authority to make this affidavit as agent for the in the year nineteen hundrod and forty nine oath in dua form of law that he had the proper authority to make this affidavit as agent for the WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Ace H. Humbertson et ux

year Nineteen Hundred and Forty -Nine by and between Ace H. Humbertson and Helena V. Humbertson, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Marylend, perty of the second part, hereinafter called mortgagee. Thereas, the said mortgagee has this day loaned to the said mortgagor S , tha sum of

This Horigage, Made this 26th day of September

Three Thousand (\$3,000.00)
which said sum the mortgegors agree which said sum the mortgegors agree to repay in installments with interest t the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-nine and 23/100 (\$29.23) to repay in installments with interest thereon from

Filed and Recorded September 27" 1949 at10:10 A.M.

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be peid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the peyment of all taxes, weter rent, assessments or public charges of every nature and description, ground rent, fire and tornedo insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the eforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof.

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgager, its successors or assigns, in fee simple, all the following described property, to-wit: First: All that lot or parcelof ground, situated on tha Northerly side of Cresap Road in First Addition to Bowling Green situated along the McMullen Boulevard, in Allegany County, Maryland, known and designated as Lot No. 99, on the Plat of said Addition, and particularly described as follows, to-wit:

BEGINNING at a point on the Northerly side of Cresap Road at the division line, between Lots Nos. 98 and 99, as shown on said plat, and running thence with said road, 42 feet to tha division line between Lots Nos. 99 and 100, thence with said division line, North 71 degrees and 12 minutes West 120 feet to an alley 20 feet wide, thence with said alley, South 18 degrees and 48 minutes West 42 feet, thence South 71 degrees and 12 minutes East 120 feet to tha place of beginning.

Second: All those lots or parcels of land situated on the Northerly side of Cresap Road in First Addition to Bowling Green, situated near the Schullen Boulevard in Allegany County Maryland, known and designated as Lots Nos. 97 and 98 in said Addition, and more particularly described asfollows, to-wit:

land, known and designated as Lots Nos. 97 and 98 in said Addition, and more particularly described asfollows, to-wit:

LOT NO. 97: BEGINNING for the same at a point onthe Northerly side of Cresap Road at the intersection of the division line between Lots Nos. 97 and 98, and running thence with said in a Southwesterly direction, 40 feet to the dividingline between Lots 97 and 96, and with said dividing line North 61 degrees 58 minutes West 120 feet to an allay, thence with said alley North 28 degrees 02 minutes East 40 feet the said dividing line between Lots Nos. 97 and 98 and with it, South 61 degrees 58 minutes East 120 feet to the beginning.

LOT NO. 98: BEGINNING for the same at a point on the Northerly side of Cresap Road at the intersaction of the dividing line between Lots Nos. 98 and 99, and running thence with said road, in a Southwesterly direction, 40 feet to the dividing line between Lots Nos. 98 and 97, and with said dividing line North 61 degrees 58 minutes Westl20 feet to an alley, thence with said alley said dividing line North 61 degrees 58 minutes Westl20 feet to an alley, thence with said alley said dividing line North 61 degrees 12 minutes East 120 feet to the beginning.

It being the same property conveyed by Albert 0. Humbertson and Eloise V. Humbertson, his It being the same property conveyed by Albert 0. Humbertson and Eloise V. Humbertson, his wife to Ace H. Humbertson and Helana V. Humbertson, his wife, by daad dated the 22 day of Septwife to Ace H. Humbertson and Helana V. Humbertson, his wife, by daad dated the 22 day of Septwife to Ace H. Humbertson and Helana V. Humbertson, his wife, by daad dated the 22 day of Septwife to Ace H. Humbertson and Helana V. Humbertson, his wife, by daad dated the 22 day of Septwife to Ace H. Humbertson and Helana V. Humbertson, his wife, by daad dated the 22 day of Septwife to the recording of this mortgage.

prior to the recording of this mortgage.

This is given to secure a part of the purchaseprica of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies es a fire risk, and from time to time make or cause to be made all needful end proper replacements, repairs, renewals, and improvments, so that the efficiency of seid property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the

repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby werrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee gee that the above described property is improved as herein stated and that a perfect fee uple titla is conveyed herein free of all liens and encumbrances, except for this mortgage, do covenant that they will execute such further assurances as may be requisite. Covenant that and improvements thereon, and the rights, roads, ways, water,

Oungriper with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the seid mortgagor s, their

heirs, executors, administrators or assigns, do and shall pey to the said mortgagee, its successors or assigns, the aforeseid indebtedness together with the interest thereon, as and when the same shall become due and payeble, end in the meantime do end shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagora may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforosaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payablo, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge , its duly constituted attorney or agent successors or assigns, or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mertgagor s , representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand ---Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the promiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby socured and the failure of the mortgagor S to comply with said demand of the mortgagoe for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a roceiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagod property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagers , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors Attest: Ace H. Humbertson Gerald L. Harrison Helena V. Humbertson (SEAL SEAL (SEAL

State of Maryland, Allegany County, to mit:

I hereby certify, That on this___ day of September in the year nineteen hundred and forty -nine Public of the State of Maryland, in and for said County, personally appeared

Aca H. Humbertson and Helena V. Humbertson, his wife, ____, before me, the subscriber, a Notary

the said mortgagers herein and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the i mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

(NotarialSeal)

Notary Public

Ace H. Humbertson et ux

Mortgage

Filed and Recorded September 27" 1949 at 10:10 A.M. Albert O. Humbertson et ux

(Stamps \$4.40)

THIS MORTGAGE Made this 26th day of September, 1949 by us, namely, Ace H. Humbertson and Helena V. Humbertson, husband and wife, of Allegany County, Maryland; WITNESSETH:

That in consideration of the sum of Four Thousand (\$4000.00) Dollarsnow due from us and each ofus, the said Ace H. Humbertson and Helena V. Humbertson, to Albert O. Humbertson and Eloise V. Humbertson husband and wife, of Parkersburg, West Virginia, we, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, do grant unto the said Albert O. Humbertson and Eloise V. Humbertson, husband and wife, the following described real estate situate in Allegany County, State of Maryland, bounded and described as follows:-

FIRST: All that lot or parcel of ground, situated on the northerly side of Cresap Road in First Addition to Bowling Green situated along the McMullen Boulevard in Allegany County, Maryland, known and designated as Lot No. 99 on the Plat of said Addition and particularly described as follows, to-wit:

Beginning at a point on the northerly side of Cresap moad at the division line, between Lots Nos. 98 and 99, as shown on said plat and running thence with said road, 42 feet to the division line between Lots Nos. 99 and 100, thence with said division line north 71° 12' west 120 feet to an alley 20 feet wide, thence with said alley south 18° 48' west 42 feet, thence south 71° 12° east 120 feet to the place of beginning.

SECOND: All those lots or parcels of land situated on the northerly side of Cresap Road in First Addition to Bowling Green situated near the McMullen Boulevard in Allegany County, Maryland, known and designated as Lots Nos. 97 and 98 in said Addition, and more particularly described as follows, to-wit:

LOT NO. 97: Beginning for the same at a point on the northerly side of Cresap Road at the intersection of the dividing line between Lots Nos. 97 and 98, and running thence with said road in a southwesterly direction 40 feet to the dividing line between Lots Nos. 97 and 96 and with said dividing line north 61° 58' west 120 feet to an alley, thence with said alley north 28° 02' east 40 feet to the said dividing line between lots Nos. 97 and 98 and with it, south 61° 58° east 120 feet to the beginning.

LOT NO. 98: Beginning for the same at a point on the northerly side of Cresap Road at the intersection of the dividing line between Lots Nos. 98 and 99 and running thence with said road in a southwesterly direction 40 feet to the dividing line between Lots Nos. 98 and 97, and with said dividing line north 61° 58' west 120 feet to an alley, thence with said alley north 25° 13° east 20.8 feet to the dividing line between lots Nos. 98 and 99, and with it south 71° 12' east 120 feet to the beginning.

All of the above described real estate was conveyed to the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, by said Albert O. Humbertson and Eloise V. Humbertson, husband and wife, by deed dated September __ 1949, and to berecorded among the Land necords of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging orin any wise appertaining.

This mortgage is made upon the express condition thatif we, the said Ace H. Humbertson and/or Helena V. Humbertson, shall pay to the said Albert O. Humbertson and Eloise V. Humbertson the sum of Four Thousand (\$4000.00) Dollars with interest at the rate of four percent per annum. payable monthly, commencing with thelst day of October, 1949, the principal of said debt to be paid as fast as we, the aaid Ace H. Humbertson and Helena V. Humbertson are able to pay the same subject to the provisions of this instrument hereinafter set forth, then this mortgage to be

void, otherwise to remain in full force and effect.

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It is stipulated and agreed that the said sum of Four Thousand (\$4,000.00) Dollars is the balance of purchase money of the real estate above described, the residue of said purchase money. to-wit, Three Thousand (\$3,000.00) Dollars having been paid out of the proceeds of a loan made to us, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, by the First Federal Savings & Loan Company of Cumberland, Maryland, the said loan to be secured by a mortgage made by us to said Company covering said real estate for the said sum of Three Thousand (\$3,000.00) Dollars, which mortgage to said Company shall be the first lien upon said real estate and this mortgage shall be the second lien thereon.

We, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, agree that we will pay the monthly installments upon the said mortgage to said First Federal Savings & Loan Company of Cumberland, Maryland, promptly as they fall due and that we willin addition pay to the said Albert O. Humbertson and Eloise V. Humbertson the monthly interest upon the said Four Thousand (\$4000.00) Dollars above provided for and that we will make such reduction in the principal of the said Four Thousand (\$4,000.00) Dollar debt as we are able to make during the time the said first mortgage is running and that after said first mortgage is fully discharged, we will then pay upon the principal of said Four Thousand (\$4000.00) Dollar debt at least the amount which we are required to pay upon said first mortgage.

It is agreed that we, the said Ace H. Humbertson and Helena V. Humbertson, will cause fire insurance policies to be issued covering the buildings on said real estate in addition to such insurance as we will be required to carry to protect the first mortgage, in a sum of at least Three Thousand (\$3,000.00) Dollars with mortgage clause attached payable to the said Albert O. Humbertson and Eloise V. Humbertson as their interests may appear and will pay the premiums thereon and that we will also pay all taxes to be assessed against the said real estate and street assessments, if any, and that in the event we shall fail to pay the monthly payments upon the said loan from said First Federal Savings & Loan Company of Cumberland, Maryland, or shall fail to cause said insurance to be issued and pay the premiums thereon or shallfail to pay the taxes to be assessed against said real estate, the privilege is hereby given to said Albert O. Humbertson and/or Eloise V. Humbertson to make said payments and to issue said insurance and that any payments made by them thereon shall be added to the debt secured by this mortgage.

It is further stipulated and agreed that we, the said Ace H. Humbertson and Helena V. Humbertson, jointly and severally agree that in the event default is made in the payment of the monthly installment of interest above provided for, for three successive months, the said Albert O. Humbertson and/or Eloise V. Humbertson shall have the privilege of declaring this mortgage in default and may take suchproceedings as are provided by the laws of the State of Maryland to foreclose the same subject to the rights of the said First Federal Savings & Loan Company of Cumberland, Maryland.

We, the said Ace H. Humbertson and Helena V. Humbertson further agree that in the event we shall fail to pay the monthly installments upon the said first mortgage for such a period of time that the same shall become in default, the said Albert O. Humbertson and/or Eloise V. Humbert son shall have the right to make the said payments to said First Federal Savings & Loan Company of Cumberland, Maryland, and in the event they do make said payments they shall have the right to declare this mortgage in default and may take such steps as are legal under the laws of the State of Maryland to foreclose the same.

WITNESS our hands and seals on the day and year first above written. WITNESS: Gerald L. Harrison Ace H. Humbertson (Seal)

Helena V. Humbertson (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY That before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany personally appeared Ace H. Humbertson and Helena V. Humbertson, his wife, and each acknowledged the aforegoing instrument of writing to betheir act anddeed.

WITNESS my hand and Notarial Seal on the day and year first above written. (Notarial Seal) Gerald L. Harrison, Notary Public.

Samuel J. Ruffo et ux

Filed and Recorded September 28" 1949 at 2:10 P.M.

Frostburg National Bank

THIS PURCHASE MONEY MORTGAGE, Made this 26th day of September, in the year Nineteen Hundred and Forty-Nine by and between Samuel J. Ruffo and Mary V.Ruffo, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bak a national banking corporation duly incorporated under the Laws of the United States of America. of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Four Thousand 00/100 (\$4000.00) payable one year after date of these presents , together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Muryland, situated on Ormond Street in the Town of Frostburg, known and distinguished as Lot No. 7 of Block No. 1 of Frost Heirs' Addition to said Town of Frostburg, a plat of said Frost Heirs' Addition being of record among the Land Records of Allegany County, Maryland, in Liber No. 15 folio 491; and being the same property which was conveyed to the parties of the first part herein by deed of even date herewith, from Charles C.Bittner and Helen I. Bittner, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS Mortgage secures part of the purchase price of the property hereinbefore described and is a Purchase Money Mortgage.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, and any future advances made as aforesaid as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be/secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist its, his her or their duly constituted attorneys or agents are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to thepurchaser or purchasers thereof, his. her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty mys' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, onehalf of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of themortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: as to both

Samuel J. Ruffo (Seal)

Mary

STATE OF MARYLAND

Mary V. duffo (Seal)

ALLEGANY COUNTY, TO-WIT:

F. Earl Kreitzburg

I HEREBY CERTIFY That on this 26th day of September, in the year nineteen hundred and fortynine before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel J.Ruffo and Mary V.Ruffo, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank, the within named mortgage and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd Notary Public.

Domenico Violante et al

Mortgage

To Filed and Recorded September 28th 1949 at 2:50 P.M.

Augusto Caporale et ux

(Stamps \$8.80)

THIS MORTGAGE, Made this 28th day of August, 1949, by and between Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo and Dino Bagatti, Trustees for William Paca Lodge Number 1689, Sons of Italy, anunincorporated fraternal organization of Cumberland, Allegany County, Maryland, parties of the first part, and Augusto Caporale and Maria V. Caporale, his wife, of Cumberland, Allegany County, Maryland, parties of the second part.

WITNESSETH:

WHEREAS, William Paca Lodge Number 1689, Sons of Italy, of Cumberland, Maryland, an unincorporated association, for the benefit of which Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo and Dino Bagatti, Trustees, hold title to all that lot on North Centre Street which is improved by a dwelling known as No. 119 North Centre Street which is commonly called the "Brinker Building" in Cumberland, Allegany County, Maryland, and

WHEREAS, the deed for the aforesaid property dated the 28th day of May 1947, and duly recorded among the Land Records of Allegany County, Maryland, in Deeds Liber 215, folio 403, provides that the Trustees named therein and their successors, who are the parties of the first part therein, shall have the power and authority to sell, mortgage or lease said property upon the written authority of William Paca Lodge Number 1689, Sons of Italy, and

WHEREAS, the said William Paca Lodge Number 1689, Sons of Italy, at a meeting duly called and held on the 7th day of August, 1949, and at which meeting a quorum was present, unanimously authorized the said Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo, and Dino Bagatti, Trustees, to place a mortgage with the parties of the second part herein, upon the aforesaid premises in the amount of Eight Thousand Dollars (\$8,000.00), and

WHEREAS the said Domenico Violante, Nicola Monteleone, Domeinco Colangelo, Carlo Materazzo and Dino Bagatti, as Trustees for William Paca Lodge Number 1689, Sons of Italy, as aforesaid, stand indebted unto the parties of the second part herein, in the full and just sum of Eight Thousand Dollars (\$8,000.00) as is evidenced by these presents, payable one year after date with interest at the rate of five (5) per cent per annum, payable semi-annually, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

It is understood and agreed by and between the parties hereto that the parties of the firstpart may, at their option, pay in whole or in part the unpaid balance due and owing on said

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mortgage indebtedness at any time.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said the parties of the second part, their heirs, personal representatives and assigns the following property, to wit:

ALL That lot, piece or parcel of ground situated on the northeasterly side of North Centre Street in Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the southwest corner of the foundation of building No. 119. North Centre Street, said point being distant South 40 degrees East 144.8 feet from the intersection of the northerly side of Centre Street with the westerly side of Bedford Street (as obtained by prolonging the southerly line of foundation of the Frantz Building until it intersects a prolongation of the easterly line of said foundation) said beginning also being 46.25 feet from the southwest corner of the foundation of building No. 127 at the intersection of the Easterly side of Polk Street with said Centre Street, and running (1) thence with the foundation of said building No. 119, North 43 degrees 08 minutes East 15 feat to an 11 inch inset in the building line; (2) thence following said inset and at right angles, South 46 degrees 52 minutes East 0.92 feet; (3) thence continuing with said foundation and line of building, North 43 degrees 10 minutes East 49.37 feet to a point where said foundation angles to the West; (4) thence following said angle to the West, North 30 degrees 11 minutes East 13.42 feet to the northwest corner of foundation of said building No.119; (5) thence following the northerly line of said foundation, South 66 degrees 04 minutes East 31.17 feet to an offset in said foundation; (6) thence with said offset North 23 degrees 56 minutes East 0.87 feet; (7) thence continuing with said foundation and in line with the southerly wall of the Bedford Street Medical Building, South 66 degrees 41 minutes East 12.75 feet to the northeast corner of said building No. 119; (8) thence along the easterly foundation of building No. 119, South 33 degrees 15 minutes West 38.17 feet to an inset to the West; (9) thence with said inset North 40 degrees 19 minutes West 8.08 feet to the easterly line of a 15 inch easement from Algernon M. White, et ux, to Joseph H. Brinker, et al, by Agreement dated December 23, 1926, and recorded in Deeds Liber 154, folio 398, among the Land Records of Allegany County, Maryland; (10) thence following said easterly limit of said easement, South 47 degrees 21 minutes West 19.54 feet to a point where said foundation intersects the northerly foundation of building No.3 115 NorthCentre Street; (11) thence at right angles following the northerly wall of said building No. 115, North 42 degrees 30 minutes West 1.5 feet to the northwest corner of said building No. 115; (12) thence following the westerly wall of said building No. 115/the wall supporting said building No. 119 South 47 degrees 21 minutes West 40.5 feet to the intersection of said interior face of said wall with the northerly side of said Centre Street; (13) thence with the southerly foundation of said building No. 119 and with the northerly side of said Centre Street, North 40 degrees West 36.23 feet to the place of beginning.

IT being the same property which was conveyed by Nora Evangeline Brinker et al to the parties of the first part herein by two deeds; viz: (1) deed dated October 17, 1946, and recorded in Deeds Liber No. 211, folio 650; (2) by confirmatory deed dated May 28th, 1947, and recorded in Deeds Liber 215, folio 403, among the Land Records of Allegany County, Maryland, and also by Frank Palumbo, et al., Trustees by Quit Claim Deed dated May 28th, 1947, and recorded in Deeds Liber 215, folio 406, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining including the easement set forth in the aforementioned agreement from Algernon M. White, et ux to Joseph H. Brinker et al, dated December 23, 1926, and recorded in Deeds Liber 154, folio 398, among the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD the above described property unto the said parties of the second part, their heirs, personal representatives and assigns, in fee simple forever.

PROVIDED that if the said parties of the first part, their successors and assigns, do and shall pay to the said parties of the second part, their heirs, personal representatives and assigns, the aforesaid sum of Eight Thousand Dollars (\$8,000.00) together with the interest thereon and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, personal representatives and assigns, or William R. Carscaden, their duly constituted attorney or agent, areherebyauthorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much hereof as may be necessary; and to grant and convey the same to the purchaser orpurchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the lay ofsale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagees, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof male, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of allmoneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay itover to the said mortgagors, their heirs, personalre presentatives or assigns.

AND the said mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Thirty-five Thousand Dollars (\$35,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagees, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to place such policy or policies for the in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the severalheirs, executors administrators successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

WITNESS: John V. Santelli Domenico Violante (SEAL)
Nicola Monteleone (SEAL)
Domenico Colangelo (SEAL)
Carlo Materazzo (SEAL)
Dino Bagatti
Trustees for William Paca
Lodge Number 1689, Sons of Italy

STATE OF MARYLAND,

ALLEGANY COUNTY, TO NIT:

I HEREBY CERTIFY, That on this 28 day of August, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo, and Dino Bagatti, Trustees for William Paca Lodge Number 1689, Sons of Italy, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time, before me, also personally appeared Augusto Caporale and Maria V. Caporale his wife, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

In witness whereof I have hereunto set my hand and affixed my NoturialSeal the day and year above written.

(NotarialSeal)

John V. Santelli, Notary Public.

Roy C. Hawse et ux

Mortgage

To Filed and decorded September 29" 1949 at 9:15 A.M. Home Building and Loan Association, Incorporated

THIS PURCHASE MONEY MORTGAGE, Made this 28th day of September in the year Nineteen Hundred and Forty-Nine by and between Moy C. Hawse and Dorothy L. Hawse, his wife, of Allegany County in the State of Maryland parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association Incorporated a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of Twenty five Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of aid advance.

NOW THE LEFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property to-wit:

All that lot or parcel of ground situate, lying, and being in South Cumberland, Allegany

County Maryland, designated on the plat of the Humbird Land and Improvement Company as Lot Number Two Hundred and Nine (209) said lot being described by the following metes and bounds, to-wit:

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BEGINNING on the South side of Elder Street at the end of the first line of Lot No. 208, and running thence with said Street South 53-1/2 degrees East 30 feet, then South 36-1/2 degrees West 125 feet to an alley and with it North 53-1/2 degrees West 30 feet, to the end of the second line of Lot No. 208, and with it, reversed, North 36-1/2 degrees East 125 feet to the beginning.

This being the same property which was conveyed by Fannie R. Dean, widow, unto the said Roy C. Hawse and Dorothy L. Hawse, his wife, by deed dated the 28th day of September 1949, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a Purchase Money Mortgage.

The above described property is improved by a frame dwelling house of two stories and an attic, five rooms and bath, and by a garage in the rear, and is known as No. 233 Elder Street, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances except forthis mortgage herein, and to covenant that they will execute such further assurances as may be requisite.

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

TO HAVE AND TO HOLD the aforesaid parcelof ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgage is their heirs, executors, administrators or assigns, do and shallpay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, than this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises thesaid mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest there on the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured snall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell theproperty hereby mortgaged or so much the reof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their assigns; which sale shall be made in manner following towit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public aution for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and a commission of eightper cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay itover to the said mortgagors, their heirs orassigns; and in case of advertisement under the above power but no sale. one-half of the above commissions shall be allowed and paid by the mortgagors their representatives heirs or assigns.

AND the said mortgagors their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) tokeep the buildings now or

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hereafter erected on the premises described insured against loss by fire in at least the sum of Two Thousand Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at leasttnirty days after the same become due orpayable, and to produce the receipts for such payments within that time to the mortgagee: (3) and in the event of any failure to effect and pay for such insurance or topay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes water rents and assessments and the sum or sums so paid shall be deemed a part of theprincipal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair the mortgagee may lemand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, to comply with said demandof the mortgagee for a period ofthirty days shall constitute a breach of this mortgage, and at the option of the mortgagee. immediately mature the entire principal and interest hereby secured, and the mortgagee may, withoutnotice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided; (5) and the holderof this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the nerein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS the mand and seal of the said mortgagors.

Attest: Joan B. Ghost

May C. Hawse (SEAL)

Joan B.Ghost

Dorothy L. Hawse (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of September, in the year nine teen hundred and forty-Nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared moy C. Hawse and Dorothy L. Hawse, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Michards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joan B. Ghost, NotaryPublic.

Carl Victor Glass et ux

Chattel Mortgage

o Filed and Recorded September 29" 1949 at 8:30 A.M.

The Fidelity Savings Bankof Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 28th day of September in the year 1949 by and between Carl Victor Glass and Elsie Claudine Glass, his wife, of Allegany County, Maryland hereinafter called the mortgagor, and the Fidelity Savings Bankof Frostburg, Allegany County, Maryland, a corporation hereinafter called the mortgages, WITNESSETH:

WHENEAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Fifteen Hundred Eighty-Six and 17/100 Dollars (\$1,586.17) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$1,586.17 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1949 Dodge Wayfarer 2 door sedan, Model D29, Engine No. D30-179390 Serial No. 37034778

Provided that if the said mortgagor shallpay unto the said mortgagee the aforesaid sum of \$1,586.17 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shallbe and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may takeimmediate possession of saidproperty and the said mortgagee, its successors and assigns, or Albert A.Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place, and terms of sale by nandbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expensesof said sale, including a commission of five per cent (5%) to theparty making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, tobe paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 23 Centennial St. in Frost-burg Md. except when actually being used by the said mortgagor, and that theplace of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$1,586.17 and to pay the premiums thereon and to cause the policy issued therefor to be endorsed

Compared and Mailed Dolivered &









FLASH NO.

LIBER NO

Alex C. Chatain et ux

To Filed and Recorded September 29" 1949 at 2:20 P.M.

Irving Millenson

This mortgage made this 28th day of September, in the year Nineteen Hundred and Fortynine by and between Alex C.Chatain and Isabel O. Chatain his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$2,000.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest the reon at the rate of 6% per annum in monthly installments of \$35.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future ameniments thereto.

NOW, THEREFORE in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any futureadvances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs andassigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the Village of Ellerslie, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same on the north side of a twenty foot street, at the end of the first line of the lot conveyed by WilliamH. Miley to Mobert H. Henderson by deed dated November 22nd, 1880, and recordedin Liber No. 56, folio 289, of the Land Records of Allegany County and running thence with the north side of said twenty foot street, South eighty degrees and ten minutes west thirty four and three tenths feet, then North sixty eight degrees and fifty minutes West thirty nine feet, thence leaving said street, North fifty minutes East one hundred and sixty nine and one fourth feet to the end of thirty three feet on the fourth line of the original whole lot conveyed by alexander King, Trustee, to William H.Riley by deed dated June 16th, 1877, and recorded in Liber No. 49 folio 327 of said Land Records and running thence with part of said fourth line, North eighty six degrees and ten minutes East thirty two and six tenths feet to the end of the first line of the lot conveyed by William H. Riley to Robert H. Henderson by deed lated December 15th, 1882 and recorded in Liber No. 83, folio 97, of the Land Records of Allegany County, thence reversing said first line, South three legrees and twenty one minutes East fifty three and one half feet to the end of the second line of the first above mentioned lot conveyed by William H. Riley to Robert H. Henderson thence reversing said second line, South fourteen degrees and ten minutes East one hunired and thirty feet to theplace of beginning.

IT being the same property which was conveyed to the parties of the first part by deedof Minnie Critchfieli dated August 3, 1935, and recorded among the Land Records of Allegany County in Liber No. 173, folio 184.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging orin anywise appertaining.

PROVIDED, that if the said parties of the first part their heirs executors, administrators or assigns, do and shall pay to the saidparty of the secondpart, his heirs or assigns, the aforesaid sum of Two Thousani Dollars (\$2,000.00) together with the interest thereon, and anyfuture advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shallperform all the covenant sherein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the saidparties of the first part hereby covenant to pay when legally demandable.

But in case of lefault being madein payment of themortgage debt aforesaid, orof the interest thereon, or any future advances, in whole or in part, or in any agreement, covenantor condition of this mortgage, then the entire mortgage lebt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the secondpart, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, heror their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner the terms of sale in some newspaperpublished in Cumberland, Maryland, which said sale shallbe at public auction for cash, and the proceeds arising from such sale to apply first to the paymentofall expenses incident to such sale, including all taxes levied, and a commission of eightper cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured ornot; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenantto insure forthwith and pending the existence of this mortgage, to keep insured by some insurance companies acceptable to themortgagee or his assigns, the improvements on the hereby mortgaged lamito the amount of at least Two Thousand (\$2,000.00) Dollars, and tocause the policy or policies issued therefor to be so framed or endorsei as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder and to place such policy or policies forthwith in possessionof the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS thehands and seals of said mortgagors.

Alex C. Chatain

Witness: Wm. R. Carscaden

Isabel O. Chatain (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTYTO WIT:

I HEREBY CERTIFY That on this 28th day of September, in the year nine teen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said

County personally appeared Alex C. Chatain and Isabel O. Chatain, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due formof law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Mary L. Vogel

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Mortgage

Filed and Recorded September 29" 1949 at 3:15 P.M. The Liberty Trust Company Trustee

THIS MONTGAGE, Made this 28th day of September, 1949, by and between Mary L. Vogel widow, of Allegany County, State of Maryland, of the first part, and The Liberty Trust Company a corporation duly incorporated under the laws of Maryland, Trustee for Modern Park Development Company, of the second part, witnesseth:

WHEREAS, the said Mary L. Vogel, widow, stands indebted unto the said The Liberty Trust Company, Trustee for Modern Park Development Company, in the full and just sum of Three Thousand Seven Hundred Dollars (\$3,700.00) as evidenced by her promissory note for said sum of money bearing even date with these presents and payable to the order of the said The Liberty Trust Company, Trustee for Modern Park Development Company, one year after date, with interest from date at the rate of four and one-half per cent $(4\frac{1}{2}\%)$ per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Modern Park Development Company, its successors and assigns, the following property, to wit:

All that lot of ground situate in the City of Cumberland Allegany County, Maryland described as follows, to wit:

BEGINNING for the same at a point on the southerly side of Decatur Street 50 feet in a westerly direction from the Southwest corner of Decatur and Charles Streets and running thence with Decatur Street, North 48-1/2 degrees West 22 feet, then at right angles with Decatur Street South 41-1/2 degrees West 120 feet to Cherry Alley, and with it, South 48-1/2 degrees East 22 feet, then by a straight line to the beginning.

IT being the same property which was devised to Mary L. Vogel by the Last Will and Testament of Edward J. Vogel, dated April 14, 1939, and recorded among the Will Records of Allegany County, Maryland, in Liber "S", folio 32.

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

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns in fee simple forever.

PROVIDED, that if the said party of the first part, her heirs, executors administrators, or assigns, does and shall pay to the said The Liberty Trust Company, Trustee for Modern Park

Development Company, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Dollars (\$3,700.00) together with the interest thereon when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantimedo and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon payment, in the meantime, of all taxes, assessments and publicliens levied on sail property, and on the mortgage debt and interest hereby intended to be secured; all of which taxes mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable.

BUT in case of lefault being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are herewith declared to be made in trust, and the said The Liberty Trust Company, Trustee, for Modern Park Development Company its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made immanner following, to wit: By giving at least twenty(20) days' notice of time, place, marner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale orupon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgaree, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale there of made, then and in that event, the party so advertising shall be paid all expenses incurred and one -half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay itover to the said party of the first part, her heirs and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand Seven Hundred Jollars (\$3,700.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors and assigns, to the extent of its or their lien or claim hereunder, to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs executors administrators, successors or assigns of the respective parties hereto.

WITNESS the hand and seal of the said mortgagor.

WITNESS: Thos J. McNamee

Mary L. Vogel

STATE OF MARYLAND

I HEREBY CERTIFY, That on this 28th day of September, 1949, before me, the scriber, a Notary Public of the State and County aforesaid, personally appeared Mary L. Vogel, widow and acknowledged the aforegoing mortgage to be her act; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, Trustee for

Modern Park Development Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said CharlesA. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Modern Park Development Company, and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and vear above written.

(NotarialSeal)

Thos. J McNamee, NotaryPublic

Harold A. Clayton et ux

Mortgage

Filed and Recorded September 29" 1949 at 3:15 P.M.

The Liberty Trust Company, Cumberland, Maryland.

THIS MORTGAGE Made this twenty eighth day of September, in the year nineteen hundred and forty-nine, by and between Harold A. Clayton and Helen Clayton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said harold A.Clayton and Helen Clayton, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand Five Hundred (\$4,500.00) Dollars, payable to the order of the saidThe Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centumper annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31 June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold A. Clayton and Helen Clayton, his wife, does hereby bargain and sell, give, grant, convey, transfer assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece orparcel of ground situated on Wills Creek Avenue on the westerly side thereof, in Cumberland, Allegany County, Maryland, which is more particularly described as follows:

Beginning for the same on the westerly side of Wills Creek Avenue at the end of a line drawn North 28 degrees 30 minutes West 50 feet from the northerly corner of the property marked "D.L. Sloan" on a plat showing the property of the Joseph P.Gellner (incorrectly spelled "Gillner" on said Plat) Heirs, which was filed with an Agreement and Power of Attorney by and between Joseph L. Gellner et ux et al and Mary C.Gellner, dated March 1, 1938, and recorded in Deeds Liber No. 184, folio 139, a mong the Land Records of Allegany County, Maryland, and running thence with the westerly side of said Wills Creek Avenue, North 18 degrees 15 minutes West 230 feet; thence continuing with said sideof saidAvenue, North 39 degrees 12 minutes West 16 feet to the southeasterly side of an unnamed proposed street connecting Wills Creek Avenue and Fayette Street; thence

with said sideof said proposed street, South 7 degrees 42 minutes West 194.8 feet; thence South 20 degrees 30 minutes East 75.9 feet; thence North 69 degrees 30 minutes East 99 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by Mary C. Gellner, individually, and as Attorney in Fact of Joseph L.Gellner, et al, by deed dated July 24. 1941, and recorded in Liber 190, folio 627, of the Land necords of Allegany County, Maryland.

TUGE THER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances the reunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT 13 AGREED that it shall be isemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the saidmortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed thatin case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the saidThe Liberty Trust Company, its successors and assigns, or George M. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to thepurchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day ofsale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sele, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so asvertising shall be paid all expenses incurred and one-half of the said commission; secondly, to thepayment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representativesor assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Five Hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsel, as in the case of fire, to inure to the benefit of

the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid areto extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

Harold A. Clayton (Seal)

Helen Clayton (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September, in the year mineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harold A. Clayton and Helen Clayton, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto setmy hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos J McNamee, Notary Public.

George C. Maguire et ux

Mortgage

To Filed and Recorded September 29" 1949 at 3:15 P.M.
The Liberty Trust Company, Cumberland, Maryland

104---- do 85

THIS MORTGAGE, Made this 29th day of September, in the year nineteen hundred and forty-nine by and between George C. Maguire and Mary Agnes Maguire, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said George C. Maguire and Mary Agnes Maguire, his wife, stand indebted unto the saidThe Liberty Trust Company in the just and full sum of Two Thousand Seven Hundred Fifty (\$2,750.00) Bollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centumper annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on Jecember 30, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in rder to secure the prompt payment of the said indebtedness at the maturity thereof, together

with the interest thereon, the said George C. Maguire and Mary Agnes Maguire, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty TrustCompany, its successors and assigns, the following property-to-wit:

All that lot or parcel of ground situated on Fairview Place (now Sheridan Place) known and designated as Lot No. 19, Block No. 14, of the Cumberland Heights Addition to the City of Cumberland, Allegany County, Maryland, as shown on the amended plat of said Addition being recorded in Plat Case Box 72, among the Land Records of said Allegany County, and being more particularly described as follows, to wit:

Beginning for the same at a point on the easterly side of Sheridan Place, said point being where the dividing line of Lots Nos. 19 and 20 intersect said easterly side of Sheridan Place, and running thence with said side of Sheridan Place, South 53 degrees 26 minutes West 35 feet to the dividing line of Lots Nos. 18 and 19, thence with said dividing line, South 36 degrees 34 minutes East 105 feet to an alley, thence along said alley, North 53 degrees 26 minutes East 35 feet to the aforementioned dividing line of Lots Nos. 19 and 20, thence with said dividing line, North 36 degrees 34 minutes West 105 feet to the place of beginning.

It being the same property which was conveyed unto the said George C. Maguire, by deed from The Cumberland Heights Improvement Company, dated September 13, 1923, and recorded in Liber 144, folio 413, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagors, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, thesaid mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part or in anyagreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the saidThe Liberty payable and these presents are hereby declared to be made in trust, and the saidThe Liberty payable and these presents are hereby declared to be made in trust, and the saidThe Liberty payable and these presents are hereby declared to be made in trust, and the saidThe Liberty trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the trust determined to such said to said the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the property hereby mortgaged, or so much thereof, his, her or their heirs or assigns; which sale shall same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manber and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be ner and te

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party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns theimprovements on the hereby mortgaged land, to the amount of at least Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee maye ffect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the severalheirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

George C. Maguire

(Seal)

Mary Agnes Maguire (Seal)

STATE OF MARYLAND, Allegany County, To Wit:

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I HEREBY CERTIFY that on this 29th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George C. Maguire and Mary Agnes Maguire, his wife and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and thesaidCharles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year a bove written.

(NotarialSeal)

Thos J McNamee, Notary Public.

Leona M. Ford

Chattel Mortgage

Filed and Recorded September 30" 1949 at 8:30 A.M. To Family Finance Corporation

Account No. 15815 Actual Amount of this Loan \$100.00 Cumberland, MarylandSeptember 29,1949 NOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell,/convey to Family Finance Corporation Vogel Building 121 Balto Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred no/100 Dollars (\$100.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$6.72 each;

which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at.. in the City of ... County of .. State of Maryland, to wit:

Model Engine No. Factory No. Weight Other *dentification

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 424 Green St., in the City of Cumberland County of Allegany Maryland,

1 chairs, 1 telephone stand, 1, 3-piece living room suite blue andred, 1 Stewart Warner radio, 1 heavy red rug, 1 table lamp, 1 end table walnut, 1 stand lamp 1 book stand walnut, 1 Kingsbury piano, 1 walnut table, 2 walnut chairs, 1 walnut buffet, 1 walnut china closet, 1 heavy rug, 1 Emerson table radio, 1 arm chair, 2 chairs, 1 table red and white. 1 Maytag electirc washer. 1 Universal refrigerator, 1 gas Detroit Jewell stove, 1 base cabinet white, 1 walnut bed, 1 brass bed, 1 maghoney bed, 1 walnut dresser, 1 chest of drawers, walnut, 1 oak dresser, 1 maghoney chest of drawers, 1 dresser maghoney, 1 vanity and stool maghoney.

--including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular the said personal property unto said Mortgagee, its sucressors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS that if the Mortgagors shall well and truly pay unto thesaid Mortgagee the said sum as above indicated, the actual amount of money lent and paid to theundersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in fullforce and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Marylan d or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgage dpersonal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time

Itis further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In theevent default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid shall immediately become due and payable at theoption of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personalpro perty to be sold at public

STATE OF MARYLAND COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on thie 26 day of September, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for the City/County afore said, personally appeared Earl L. Walsh the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time before me also personally appeared G. R. Chappell, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and NotarialSeal.

(NotarialSea 1)

Daisy V. Aldridge, Notary Public.

Albert J. Dickinson et ux

Chattel Mortgage

Filed and Recorded October 3" 1949 at 8:30A.M.

Aetna Loan Co., Inc.

Chattel Mortgage

(Stamps \$.55)

Aetna Loan Company Inc. 7 N. Liberty Street Cumberland, Maryland.

Mortgagee

Loan No. Cum 1687 Borrowers: (Last Addressee:

Dickinson, Albert J. & Opal L. 735 Maryland Avenue

County Allegany State Maryland

City Cumberland, Date of This Loan

Amount of This Loan

First Payment Due Final Payment Due

9/27/49 \$525.00

11/2/49 1/2/51 Payable in 15 euccessive monthly installments of \$35.00 each, and --install mente of \$---each, with interest after maturity at 6% per annum.

This chattel mortgage made on the date above stated between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. Household goods

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which ie here by acknowledged and for the purpose of securing the repayment of said loan the mortgagors do hereby grant, sell, convey and confirm, unto the eaid mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the eame unto the said mortgages, its euccessore and assigne forever.

Provided, however, if the said mortgagore shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payablein consecutive monthly payments stated above, on the same day of each succeeding month until the fullobligation of said note is paid on the date of the final payment etated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagormay retain poseession of the goods and chattels mentioned hereinafter as ong as the payments on said note are made when due/therein provided, and the covenants this mortgage are fulfilled. If the mortgagor shall fail to pay any inetallment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattele, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceede

of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee ehall have.

Description of Mortgaged Property:

Make of Auto Motor Number 1 Divan 1 Arm Chair 1 Heatrola 1 Refrigerator 1 Buffet Range Table Other Chair 4 OakChairs RCA Radio Table Pots and Pans China Cabinet 2 Floor Lamps Linoleum 9 x 9 Rug Walnut Desk Am. Beauty Iron VacuumCleaner Dishes Bed Walnut Bed Walnut EndTable 4 Chairs 1 Elec. Wash. Mach. 1 Iron Bed

1 Chest of Drawers, Maple 1 Dresser, Maple In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel

Chest of Drawers

mortgage above set forth.

WITNESS Albert J. Dickinson

Opal L. Dickinson (Seal)

Serial Number

1 Cedar Chest

Dresser

Vani ty

WITNESS Ray White

Acknowledgment

Albert J Dickinson (Seal)

STATE OF MARYLAND CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBI CERTIFY that on this 29th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for the City/County aforesaid, personally appeared Dickinson, Albert J. & Opall. hie wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Ray White Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and NotarialSeal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

Esther Kelly et vir

Filed and Recorded October 3" 1949 at 3:35 P.M.

W. Wallace McKaig

THIS MORTGAGE, made thie 3rd day of October, in the year Mineteen Hundred and Forty-nine, by and between Esther Kelley and John L. Kelley, her husband, hereinafter called Mortgagors, which expression shall include their heire, personal representatives, successors and assigns where the context so admits or requiree, of Allegany County, State of Maryland, parties of the first part and W. Wallace McKaig hereinafter called Martgagee, which expression shall include his heir personal representatives, euccessore and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witneseeth;

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the full sum of Four Thousand Dollars, (\$4,000.00) which said indebtedness, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid within three (3) years from the date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Sixty-five Dollars (\$65.00) each month, on account of the principal and interest

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as herein stated, the interest to be computed semi-annually at the rate aforesaid, and deducted from said payments and the balance thereof, after deducting the interest shall be credited to the principal indebtedness, all in accordance with the terms and conditions of a Promissory Note, bearing even date and tenor herewith.

This Mortgage is executed to secure part of the purchase money for the first property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW. THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property to-

All that land in the City of Cumberland, Allegany County, State of Maryland, in what is known as the Southside Addition to the City of Cumberland, known as the North half of Lot No. 69, bounded and described as follows:

Beginning for the same at the end of the first line of Lot No. 68, and running thence with Race Street, South 18 degrees 34 minutes West 20 feet, then North 71 degrees 26 minutes West 100 feet to Wendell alley, and with said Alley North 18 degrees 34 minutes East 20 feet to the end of the second line of Lot No. 68 thence with said line reversed, South 71 degrees 26 minutesmast 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Esther Kelley by Edna A. Murray et al, by deed dated September 8, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Also all that lot of land in the City of Cumberland, Allegany County, Maryland, in what is known as the Southside Addition to the City of Cumberland, being the south half of Lot No. 69, bounded anddescribed as follows:

Beginning for the same at a point on the west side of Race Street, said point being South 18 degrees 34 minutes West 20 feet from the beginning point of the whole of Lot No.69 and running thence South 18 degrees 34 minutes West 20 feet, thence North 71 degrees and 26 minutes West 100 feet to Wendell Alley and with said Alley, North 18 degrees 34 minutes East 20 feet, thence South 71 begrees 26 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed by Charles W. Edmonds and wife to Joseph G. Kight and Mary Kight his wife, as tenants by the entireties by deed dated November 21, 1907, and recorded in Liber 102, folio 331, one of the Land Records of Allegany County. The said Mary Kight departed this life in the year 1924, thus vesting the complete title in and to said property unto the said Joseph G. Kight as the survivor. The said Joseph G. Kight departed this life intestate in the year 1935, leaving surviving as his children and only heirs at law, Dorothy Kight, unmarried, Ruth Kight Smith, intermarried with James Smith, Virginia Kight Cooper, intermarried with Chester Cooper, John Kight, whose wife was Nellie Kight, Mary Jo Kight Powell, intermarried with Frederick M. Powell, and Esther Kight Kelley, intermarried with John L. Kelley. The complete title to this property was vested in the said Esther Kight Kelley as Esther Kelley, by her other sisters and brother as set forth above, together with their respective husbands and wife, by deed dated November 14, 1935, and recorded in Liber 173, folio 651, one of the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtemences thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Four Thousand Dollars (\$4,000.00) and in the meantime shall perform all the covenants herein on their part to be performed, thenthis mortgage shall be void.

AND IT IS AGREED that until default be madein the premises, the said Mortgagors may cupy the aforesaid property, upon paying in the meantime all taxes, assessments, public

dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby coverant to pay when legallydemandable. BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall at once become due and payable and at any time thereafter either the said mortgagee or George R. Hughes, his duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers there of Said property shall be sold for cash after giving at least twenty days' notice of the time. place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditors report; and third, to pay the balance to the said Mortgagors. Incase of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgagedland to an amount of at least Four Thousand (\$4,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgages to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Esther Kelly (Seal)

John L. Kelley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of October in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Esther Kelley and John L. Kelley, her husband, the within named Mortgagors and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written. Betty June Beachy, Notary Public. (Notarial Seal)

Mort gage

Evan L. Feltner et ux

Filed and Recorded October 3" 1949 at 3:35 P.M.

The Liberty Trust Company, Cumberland, Maryland.

THIS MORTGAGE, Made this 3 Othday of September in the year nineteen hundred and fortynine, by and between Evan L. Feltner and Greta J. Feltner, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation/incorporated under the laws of Mary land and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Wit negseth:

Whereas, the said Evan L. Feltner and Greta J.Feltner his wife, stand indebted

Delinored Yough

unto the eaid The Liberty Trust Company in the just and full sum of Two Thousand Two Hundred (\$2,200.00) Dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from Jate at the rate of six (6%) per centum per annum, payable quarterly as it accruee, at the office of The Liberty Trust Company in Cumberland Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtednese at the maturity thereof, together with the interest thereon, the said Evan L. Feltner and Greta J. Feltner, his wife, does hereby bargain and eoll, give, grant, convey, transfer, a esign, release and confirm untothe said The Liberty Trust Company, ite successors and aeeigns, the following property to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 144, in First Addition Bowling Green, situate along the OldRiver Road, now called McMullen Boulevard a Plat of which Addition is recorded among the Land Records of Allegany County, Maryland, eaid lot being described as follows:

Beginning at the intersection of the southerly side of Long Avenue with the westerly side of River Road as shown on said Plat, and running thence with said side of said Road, South 20 degrees 39 minutes East 40 feet, thence South 69 degrees 21 minutes West 120 feet, thence North 20 degrees 39 minutes West 40 feet, thence North 69 degrees 21 minutes East 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by David W. Feltner et ux by deed lated March 20, 1945, and recorded in Liber 203, folio 274, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvemente thereon, and the rights, roade, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the eaid mortgagee, its successore and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, hie heirs, executors, administratore, or aseigns does and shall pay to the said mortgagee, ite successors or assigne, the aforesaid sum of Two Thousand Two Hundred Dollare, together with the interest there on when and ae the eams become e due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be woid.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer, or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxee, assesemente and public liene levied on said property, and on the mortgage debt and interest hereby intended to be secure, the said mortgagor hereby covenante to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it ie further agreed that in case of default in said mortgage the rente and profits of eaid property are hereby assigned to the mortgagee as additional security, and the mortgagor also

consents to the immediate appointment of a receiver for the property described herein. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any a greement, covenant or condition of thie mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and thesepresents are hereby declared to be made in trust, and the said The Liberty Trust Company, its euccessore and aseigne, or George R. Hughee, its, hie or their duly constituted attorney or agent, are hereby authorized and empowered at any time therefter to sell the property hereby mortgaged or eo much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasere thereof, his, her or their heirs or assigne; which eale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of eale, in some newspaper published in Cumber-

land, Maryland, which terms shall be cash on the day of sale or upon the ratification the reof by the court, and the proceeds arising from such sale to apply first: To the payment of all expens es incident to euch sale, including taxes, and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; eecondly, to thepayment of allmoneye owing under thie mortgage whether the same shall have been matured or not; and as to the balance to pay it over to the eaid mortgagor, hie heirs, personal representatives or assigne.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee , its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued the refor to be so framed or endorsed as in the case of fire, to inure to the bene fit of the mortgagee, ite successors or assigns, to the extent of its or their lien or claim hereunder and to place suchpelicy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the severalheirs, executors, administrators, succeeeors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Evan L. Feltner (Seal) Greta J. Feltner (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

Thomae L. Keech

I HEREBY CERTIFY that on this 30th day of September in the year nineteen hundred and fortynine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Evan L. Feltner and Greta J. Feltner, hie wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and thesaid Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for eaid corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial eval the day and year above written.

(Notari alSeal)

Wm. A. Darkey, Notary Public.

Compared

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Mortgage

Benjamin Harrison Lewie et ux

Filed and Recorded October 4" 1949 at 9:30 A.M.

Equitable Savings and Loan Society

of Frostburg, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 28" day of September, 1949, by and between Benjamin Harrison Lewie and Marie Yatee Lewis, his wife, of Froetburg Allegany County, Mary parties of the first part, hereinafter called the "Mortgagor" and Equitable Savings and Loan Society of Froetburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mort

gagee."

WHEREAS, the Mortgagor, being amember of said Society, has received therefrom, a loan of Three Thousand and 00/100 Dollars (\$3,000.00) being the beance of the purchase money for the property hereinafter described on his Twenty-Three and Ten-Thirteenths (23-10/13Shares of its stock.

AND WHENCAS, the Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-nine and 98/100 Dollars (\$29.98) on or before the 28" day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public of every nature and description fire and extended coverage insurance premiums and othercharges charges/affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with the interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those lots, pieces or parcels ofland lying and being in the Town of Frostburg, Allegany County, Maryland, situated on the East side of Park Avenue and known and distinguished as parts of Lot No. 9 of Block No. 5 of Beall's First Addition to the Town of Frostburg, a plat of which is of record in Liber No. 30 folio 710, of the Land Records of Allegany County, Maryland, said lots being more particularly described as follows:

FIRST PARCEL: BEGINNING for the same at an iron pipe stake standing on the East side of Park Avenue, said stake stands South thirteen degrees twenty-seven minutes East fiftynine and seven-tenths feet from the South corner of the Johnson dwelling that stands on the adjoining part of said Lot No. 9 thence cutting across the whole of Lot No. 9(magnetic bearings as of the original plan of lots of Beall's First Addition) North fifty degrees East fifty nine and eight-tenths feet to an iron pipe stake standing on the third line of a parcel of ground conveyed by Mary E. Carter to Kathleen Crowe by deed dated the 4th day of February, 1946, and recorded in Liber No. 207, folio 148, one of the Land Records of Allegany County, thence reversing the third line South forty degrees East sixty-four and four tenths feet to an iron pipe stake standing on the North side of an alley, thence with the North side of said alley South fifty degrees West seventy-one and fifteen hundredths feet to an iron pipe stake standing on the East side of Park Avenue, and with the West line of Lot No. 9 of Beall's First Addition to Frostburg North thirty degress five minutes West sixty-five feet to the place of

SECOND PARCEL: BaGINNING for the same at an ironpipe stake standing on the East side of Parkavenue at the place of beginning of the aforementioned First Parcel, and being also South 13 degrees 27 minutes East 59.7 feet from the South corner of the Johnson dwelling standing on the adjacent part of Lot No. 9, and running thence North 30 degrees 5 minutes West 8 feet to an iron stake, thence North 56 degrees 45 minutes East 59 feet to an iron stake second line of the aforementioned first parcel, and running thence with said second line of the first parcel reversed, South 50 degrees West 59.8 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part herein by deed of James A. Neal and wife, dated September ____,1949, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this

mortgage.

This Mortgage is a purchase money mortgage and secures part of the purchase price of the property hereby intended to be conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating gas and plumbing apparatue and fixtures attached to or used on and about said premises it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures and all rents, issues and profits accruing from the premiees hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements the reon to the use of the Mortgagee, ite successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions here in mentioned on his part to be made and done, then this Mortgage shall be wold.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and ssigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgage. its euccessors and assigns, during the continuance of this Mortgage the sum of -- Dollars, (\$--) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates or from any other cause to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed / to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the saleof the mortgaged premises as hereinafter provided, any balance, in this special fund may at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

IT is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as here inbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTCAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and toinsure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent

of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises

- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute euch further aseurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arreare. to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants, or conditions of this Mortgage the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time, after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold it may be sold afterwards, either privately or publicly and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not; including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representativee, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, 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 signatures and seals of the parties of the first part on the day and year bove written.

WITNESS as to all:

Harry J. Bottner

Benjamin Harrison Lewis (Seal)

Marie Yatee Lewis

(Seal)

STATE OF MARYLAND. ALLEGANY COUNTY TO WIT:

I HER EBY CERTIFY That on this 28" day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Harrison Lewis and Marie Yates Lewis, his wife, the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be --act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it tomake such affidavit.

Witnese my hand and Notarial Seal. (Notaria 1Seal)

Harry J. Boettner, Notary Public.

Sarah V. Gallimore

Filed and Recorded October 5" 1949 at 2:25 P M. The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.10)

THIS MORTGAGE, Made this 5th day of October, in the year nineteen hundred and fortynine, by and between Sarah V. Gallimore, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Sarah V. Gallimore, widow, standindebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at theoffice of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Sarah V. Gallimore widow, does here by bargain and sell, give grant, convey, transfer, aesign, release and confirm unto the said The Liberty Truet Company, its successors and assigns, the following property to-wit:

All those three lots, pieces or parcele of landknown and designated as Lots Nos. 16, 17, and 18 of Block No. 14 in Potomac Park Addition, situated on the River Road, three miles westward from the City of Cumberland, in Allegany County, Maryland. Description by courses and distances of said lots in Potomac Park Addition are

-recorded in Liber 130 folio 1, one of the Land Records of Allegany County and the plat of said Addition is filed in Plat Case Box 33, in the Office of the Clerk of the Court of said County.

It being the same property which was conveyed unto Blaine C. Gallimore and Sarah V. Gallimore, his wife, as tenants by the entireties, by Charlee H. Wakeman et ux by deeddated May 24, 1932, and recorded in Liber 167, folio 614, of the Land Records of Allegany County, Maryland;

the said Blaine C. Gallimore has since departed this life, thus vesting the complete title in and to said property unto Sarah V.Gallimore as the Survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways. waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable and in the meantime does and shall perform all the covenants herein on his part to be performed, thenthis mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, themortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens leviedon said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in anyagreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made that in that event theparty so advertising shall be paid all expenses incurred and onehalf of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured ornot; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged lar the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the

mortgagee may effect saidinsurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers , stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITN &SS the hand and seal of said mortgagor.

ATTEST: Celestine H. Rhind

Sarah V. Gallimore (Seal)

Sarah V.Gallimore

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 5th day of October, in the year mineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Sarah V. Gallimore, widow, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(NotarialSeal)

Celestine H. Rhind, Notary Public.

My Commission Expires May 7, 1951.

Thomas E. Ardinger

Chattel Mortgage

Filed and Recorded October 5" 1949 at 8:30 A.M. The First National Bank Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 4" day of October, 1949, by and between Thomas E. Ardinger 408 Park St., Cumberland, of Allegany County, Maryland, party of the first part, herein after called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of The United States of America, party of the second part, hereinafter called the Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor is justlyindebted to the Mortgagee in the full sum of Five Hundred & Twenty five Dollars (\$525.00) which is payable with interest at the rate of 5% per annum in 12 monthly installments of Forty-three & 75/100 Dollers (\$43.75) payable on the 4" day of each and every calendar month, said installments including principal andinterest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1949 Plymouth Suburban Motor # P18-387838 Serial # 18024067

WITNESS the hand and seal of said mortgagor the day and year first aforesaid.

Attest: William C.Dudley

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 4th day of Oct. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared James Grant Hounshell and acknowledged the aforegoing mortgage to be his act; and at the same time, before me, also personally appeared Geo. C.Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(NotarialSeal)

William C. Dudley, Notary Public

John G. Buckley et ux

Release of Mortgage

To Filed and Recorded October 5" 1949 at 11:15 A.M.

Harold A shworth et ux

THIS RELEASE OF MORTGAGE, Made this first day of October, 1949, by John G. Buckley and Pattie M. Buckley, his wife, of the County of Allegany, State of Maryland, Witnesseth:

WHEREAS, the said John G. Buckley and Pattie M. Buckley, his wife, are the holders of a mortgage from Harold Ashworth and Beatrice Ashworth, his wife, dated the 3rd day of April, 1929, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 111, folio 220, which said mortgage was given to them by Harold Ashworth and Beatrice Ashworth, his wife; and,

WHEREAS, the said Harold Ashworth and Beatrice Ashworth, his wife, did thereafter convey the property affected and covered by said mortgage to the said John G. Buckley and Pattie M. Buckley, his wife, but had prior to the date of said conveyance fully paid and satisfied the said mortgage but said mortgage was not released of record; and,

WHEREAS, the said John G. Buckley and Pattie M. Buckley, his wife, have this day sold the property affected and covered by said mortgage to Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont, and said mortgage although having been fully paid and satisfied has not been released on the mortgage records in the office of the Clerk of the Court for Allegany County, Maryland, and it is now desired to release said mortgage.

NOW, THEREFORE, THIS RELEASE WITNESSETH: That for and in consideration of the premises and the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged by the said John G.Buckley and Pattie M.Buckley, his wife, who do hereby release the aforesaid mortgage and grant the property thereby affected unto thesaid Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont, to be held by them in the same manner as if the mortgage aforesaid had never been made.

WITNESS the hands and seals of the said releasors the day and year first above written.

WITNESS: Betty June Beachy

John G. Buckley (Seal)

Pattie M. Buckley (Seal)

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY.

I HEREBY CERTIFY, That onthis first day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John G. Buckley and Pattie M. Buckley, his wife and they each acknowledged the aforegoing release of mortgage to be their respective act and deed.

WITNESS my hand and NotarialSeal the day and year last above written.

(NotarialSeal)

Betty June Beachy, Notary Public.

Walter H. Reel

Chattel Mortgage

To Filed and Recorded October 6" 1949 at 8:30A.M.
The First National Bank Cumberland, Maryland

THIS CHATTELMORTGAGE, Made this 5" day of October, 1949, by and between Walter H. Reel 516 Prince George St.Cumberland of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and TheFirst National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the UnitedStates of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Nine Hundred & Seventy-five & 60/100 Dollars (\$975.60) which is payable with interest at the rate of 5% per annum in 24 monthly installments of Forty &65/100 Dollars (\$40.65) payable on the 5" day of each and every calendar month, said installments including principal and interest asis evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Mary-land:

1950 Studebaker Champion DeLuxe 4 Door Sedan Motor # 548340 Serial #G-490731

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the aforesaid without the event the Mortgagor shall default in any agreement covenant or condition Mortgagee, or in the event the Mortgagor shall default in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust anothe Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and any other place or places where the said personal property may be or may be found and take and carry a way the said property hereby mortgaged and to sell the same, and to transfer and convey carry a way the said property hereby mortgaged and to sell the same, and to transfer and convey carry a way the purchaser or purchasers thereof his, her or their assigns, which sale shall be

Compared and Mailed Delivered Wale of March 18 79

646131700

(Seal)

made in manner following, to wit: by giving at least ten days' notice of the time, place. manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and acommission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not. and as to the blance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$--), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim the reof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

H. C. Landis

Walter H. Reel (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 5" day of October, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter H. Reel the within named Mortgagor, and acknowledged the aforegoing chattel mortgage to be his act and deed, and at the same time before me also appeared H.C. Landis, Cashr. of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and NotarialSeal.

(NotarialSeal)

Floyd C. Boor, Notary Public.

Mervin Wolford

Chattel Mortgage

National Discount Corporation

(Stamps \$1.10)

THIS CHATTEL MORTGAGE, Made this 28th day of September, 1949 by Mervin John Wolford Mortgagor, and National Discount Corporation, Mortgagee.

Filed and Recorded October 6" 1949 at 8:30 A M.

Loan Computation:

To

Interest Service Charge \$ 120.68 \$ 20.11

\$ 99.45 To Maker \$ 3.15 \$ 903.06

Total Loan \$1146.45

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of eleven hundred forty six and forty five/100 Dollars, which said sum the said Mortgagor has agreed to repay in 23 consecutive mo. installments of forty seven and 76/100 Dollars and one installment of fortyseven and 97/100 Dollars, all of which is evidenced by promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be

NOW, THIS MORTGAGE WITH & SETH: That inconsideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories: Year Model

Body Type 1947 Nash

Motor No.

Serial No.

Brougham-5 P. KE-24048

K-172596

Mack-Trailblazer Radio-Phono-Comb. Ser. #233-998 Model PX5CS EM19 IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor

Witness: Frances Heavner

1949

Mervin John lford

24 Depot Terrace Frostburg, Md.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY, Thaton this 28th day of September in the year one thousand nine hundred and forty nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Mervin John Wolford the Mortgagor named in the aforegoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared Frances Heavner Agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(NotarialSeal)

William H. Buckholtz, Notary Public.

William J. Cover

Filed and Recorded October 6" 1949 at 2:30 P.M.

Bedford Milling Company

THIS PURCHASE MONEY MORTGAGE, Made this 5th day of October, in the year Nineteen Hundred and Forty-nine by andbetween William J.Cover, divorced, of Allegany County, in the State of Maryland, party of the first part, and Bedford Milling Company, a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, party of the second part WITNESSETH:

WHEREAS, the said party of the first part stands indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00) together with interest thereon at the rate of five (5%) per cent per annum, to be computed and payable quarterly as it accrues; all of which said indebtedness the party of the first part covenants to repay at the rate of Two Hundred Dollars (\$200.00) quarterly hereafter, plus interest accrued on the unpaid portion of said principal sum.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THER FORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said partyof the first part does hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated, lying and being in the City of Cumberland, Allegany County, Maryland, and comprising a part of whole Lots Nos. 469 and 470 on the Plat of the "Humbird Land and Improvement Company of Cumberland, Maryland, " recorded at the end of Liber No. 73 one of the Land Records of said County, and particularly described as follows:

Compared and Mailed

BEGINNING for the same at the intersection of the Northerly side of Btomac Street with the Southeasterly side of River Avenue in said City, said point being North 51 degrees 37 minutes West 915.4 feet from an iron pin in the center of the intersection of said Potomac Street and EllaAvenue; and running thence with Potomac Street, South 53 degrees East 109.3 feet to the line of an alley orproposed alley; thence with the line of said alley or proposed alley and parallel with Virginia Avenue, North 362 degrees East 722 feet to the end of the second line of that portion of the whole lot, of which this is a part, conveyed by Bedford Milling Company unto Cecil C.Edwards, et ux, by a deed dated June 17, 1948, and recorded in Liber 221, folio 74 ofsaid Land Records; and running thence with the whole of the third line of said portion so conveyed, North 50 degrees 39 minutes West 54.1 feet to River Avenue: and with River avenue, South 73 degrees 36 minutes West 94.5 feet to the place of beginning.

IT being the same property which was conveyed unto the said William J. Cover by deed of Bedford MillingCompany, dated October 5th, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

This mortgage is given to secure part of the purchase price of the within described property and is a purchase money mortgage.

TUGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of ThreeThousand Dollars (\$3,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of thismortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her ortheir duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following towit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for c ash, and the proceeds arising from such sale to apply first to the payment of all expenss, incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, dvertisement under the above power but no sale, one-half of the above commission shall be llowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said party of the first part further covenant to insure forthwith, and pending he existence of this mortgage, to keep insured by some insurance company or companies ac-

ceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor. Witness:

C. William Gilchrist STATE OF MARYLAND,

William J. Cover

(Seal)

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 5th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William J. Cover, divorced, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared H. Carl Deibert, President of Bedford Milling Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide astherein set forth; and the said H. Carl Deibert further made oath that he is the President and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(NotarialSeal)

MaxineWilmot, Notary Public.

Ray D. Pile et al Filed and Recorded October 6" 1949 at 2:30 P.M. Chattel Mortgage

(Stamps \$4.40)

The Second National Bank of Cumberland.

THIS CHATTEL MORTGAGE, Made this 6th day of October, 1949, by and between Ray D. Pile and Jay John Pile, of Allegany County, Maryland, parties of the first part, and The Second National Bank of Cumberland a national banking corporation duly incorporated under the laws of the United States of America, and having its principal office in the City of Cumberland, Maryland, party of WITNESSETH: the second part.

WHERE AS, the said parties of the first part are justly indebted unto the said party of the second part in the full sum of Four Thousand Dollars (\$4,000.00) payable in monthly installments of Eighty Dollars (\$80.00) each, including interest at the rate of five per cent (5%) per annum. to be computed and payable monthly, all of which indebtedmess, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part as and when the same shall be due and payable, beginning one month after the date hereof.

NOW, THEREFORE, this Chattel Mortgage witnesseth, that in consideration of the premises and of the sum of OneDollar (\$1.00) the said partie sof the first part do hereby bargain, sell, transfer and assign unto the said party of the second part, its successors and assigns, the follow-

ing described personal property:
1 1948 GMC Truck Engine No. B228188172, Serial No. FC 253-2133
1 1948 Mercury Sedan Engine No. 899A-2292193
1 1948 Mercury Sedan Engine No. 8-122580H, Serial No. 76-69265
1 1948 Oldsmobile Club Coupe Engine No. 8-122580H, Serial No. 9 PaG-2122, Engine No. DEA 137232
1 1946 1 ton Chevrolet Truck160" wheelbase, Serial No. 9 PaG-2122, Engine No. DEA 137232
2 Cemetery tents, 3 Grave lowering devices, 1 Lot Cemetery Grass, 13 Hospital Beds TOGETHER with a cement mixer, wault buggies, chain blocks, tripod, chains, and other mis-

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgages

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS	R. J. Gould Jr.	Catherine McGraw	(SEAL
WITNESS	B. E. Bittner	Jeremiah Thomas McGraw	(SEAL
WITNESS			(SEAL

STATE OF MARYLAND COUNTY OF Cumberland-Allegany TO WIT:

I HEREBY CERTIFY that on thi	29	day of	September	19 49, before me, the
subscriber, a NOTARY PUBLIC of ti	e State of Ma	ryland, in and f	or the County afore	said, personally appeared
Catherine McGraw and Jeren	iah T. McGr	raw (Her Hus	band)	the Mortgagor(s) name
in the foregoing Chattel Mortgage and				act. And, at the same time, before
me also personally appeared	E	B. E. Bit the	r	
A				

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal. (Notarial Seal)

Ember D. Johnson

Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and a-

WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this day of FLULARY, 19 50.

Attest: Family Finance Corporation
By Secretary Attorney in Fact

This Mortgage, Made this 28th	mber 28" 1949 at 1:00 P.M. (Stamps \$1.10)
in the year Nineteen Hundred and Forty-Nine Elmer E. Seiler and Nellie S. Seiler, his	hir and hatwan
part_103_of the first part and	nty, in the State of Maryland
Otis Wisman and Elizabeth Wisman, his	will fe,
ofCour part ies of the second part, WITNESSETH:	ity, in the State of Maryland

Whereas, the said parties of the firstpart are justly indebted unto theparties of the second part in the full and just sum of Eleven Hundred Dollars (\$1,100.00) Dollars, which amount is thisday loaned by the parties of the second part to the parties of the first part; and which sum is to be repaid at the rate of Thirty (\$30.00) Dollars each month and every month until the said amount is paid; which loan is evidenced by their promissory note of even date and tenor, and which sum is to -- repaid as aforesaid, with interest at the rate of six percent per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest theroon, the said parties of the first part, Elmer Seiler and Nellie S. Seiler, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Otis Wisman and Elizabeth Wisman, his wife, their,

heirs and assigns, the following property, to-wit: All that lot or parcelof ground situated on the Westerly side of OakStreet in the City of Cumberland, Allegany County, Maryland, comprising parts of lots Nos. 31 and 32 in Humbird and Weber's Addition to Cumberland, and particularly

described as follows: BEGINAING for the same on the Westerly side of Oak Street at a point distant South 19 degrees 18 minutes West 115 feetfrom the intersection of said side of said Street with the Southerly side of Second Street and running thence with said side of Oak Street South 19 degrees 18 minutes West 25 feet then North 70 degrees 42 minutes West 175 feet to the Easterly side of a 15 foot alley then with said alley North 19 degrees 18 minutes East 25 feet then South 70 degrees 42 minutes East 175 feet to the place of beginning.

It beingthe same piece or parcel of ground which was conveyed to Paul L. Lee and Nellie S. Lee, his wife, by deed dated the 2nd day of October, 1925, which said deed is recorded in Liber 151 folio 535 one of the Land Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Elmer Seiler and Nellie S. Seiler, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Otis Wisman and Elizabeth Wisman, his wife, their,

executor , administrator or assigns, the aforesaid sum of eleven Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

Elmer Seiler and Nelli	16 3. Setter, itts mite.
may ho	old and possess the aforesaid property, upon paying in
the meantime. all taxes, assessments and p	public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the sa	
hereby covenant to pay when legally deman	llie 3. Seiler, his wife, adable.
interest thereon, in whole or in part, or gage, then the entire mortgage debt intend	a payment of the mortgage debt aforesaid, or of the in any agreement, covenant or condition of this mort-ded to be hereby secured shall at once become due and
payable, and these presents are hereby d Otis Wisman and Elizabeth Wism	eclared to be made in trust, and the said man, his wife, their
heirs, executors, administrators and assi	
any time thereafter, to sell the property hand to grant and convey the same to the pur or assigns; which sale shall be made in m days' notice of the time, place, manner an land, Maryland, which said sale shall be a from such sale to apply first to the payment taxes levied, and a commission of eight p secondly, to the payment of all moneys ow been then matured or not; and as to the ball	new or agent, are hereby authorized and empowered, at a sereby mortgaged or so much thereof as may be necessary, chaser or purchasers thereof, his, her or their heirs anner following to-wit: By giving at least twenty at terms of sale in some newspaper published in Cumberat public auction for cash, and the proceeds arising at of all expenses incident to such sale, including all her cent. to the party selling or making said sale; ing under this mortgage, whether the same shall have ance, to pay it over to the said.
Elmer Seiler and Nellie S. Seiler	r his wife, their heirs or assigns, and power but no sale, one-half of the above commission
	their representatives, heirs or assigns.
And the said slmer Seiler and Nell	lie S. Seiler his wife.
	further covenant to
company or companies acceptable to the more	
	Ortgaged land to the amount of at least
Eleven Hundred Dollars ((\$1.100.00)
Eleven Hundred Dollars (and to cause the policy or policies issued	(\$1,100.00) Dollars, d therefor to be so framed or endorsed, as in case of
Eleven Hundred Dollars (and to cause the policy or policies issued ires, to inure to the benefit of the mortgate their lien or claim high in possession of the mortgages of the premiums thereon with interest as part	(\$1,100.00) d therefor to be so framed or endorsed, as in case of agee , their heirs or assigns, to the extent hereunder, and to place such policy or policies forththe martingers and votage to the martingers.
Eleven Hundred Dollars (and to cause the policy or policies issued ires, to inure to the benefit of the mortgot their lien or claim with in possession of the mortgagee, or the premiums thereon with interest as part	(\$1,100.00) d therefor to be so framed or endorsed, as in case of agee , their heirs or assigns, to the extent hereunder, and to place such policy or policies forththe martingers and votage to the martingers.
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lva Cook Fries et vir	
To Filed and Recorded September 30"1949 at 9:20 A.M.	Mortgage
This Morinage, Made this 29th day of September	(Stamps \$2.75)
in the year Nineteen Hundred and Forty nine	_, by and between
Elva Cook Fries and Frank P.Fries, her husband,	La selvania nel
of Allegheny County in the State of Permey's	120.42
parties of the first part, and Nina D. Lichtenstein	vania
A LICEDON OF LICEDON	annesse garanteen erreggere erreggere erreggere appropriet gift i selle "Allester Berghet" (i). (ii)
of Allegany County in the State of Maryla	n more at 71th
part Y of the second part, WITNESSETH:	and
par v— or the second par t, withessein:	and her patronia
Whereas, the said parties of the first part stand indebted unto the enstein in the full and just sum of Twenty-six Hundred (\$2,600,00) dollar their joint and several promissory note of even date here with, together at the rate of six (6%) per centum per annum, said interest to be computed payable monthly. The aforesaid sum, with interest thereon as above provided the rate of forty (\$40.00) dollars per month, from which monthly payment to be first deducted and the balance thereof is to be applied on the primortgage and to the payments of which said sum or sums of money, with in provided, the said parties of the first part agree to pay when and as the payable.	rs, as evidenced by with interest the reon d semi-annually and ded, shall be paid ents the interest is ncipal sum of this terest thereon as above
Now Cherefore, in consideration of the premises, and of the sum of one do and in order to secure the prompt payment of the said indebtedness at the together with the interest thereon, the said parties of the first part,	ollar in hand paid, maturity theroof,
do give, grant, bargain and sell, convey, release and confirm unto t	he said
Nina D. Lichtenstein, her	
heirs and assigns, the following property, to-wit: FIRST: All that piece of follows: One lot or certain piece of or parcel of ground lying and being Ellerslie, Allegany County, and State of Maryland, and known and distingui Cook's Second Addition to the Village of Ellerslie as Lot No. 8 of a seri Dennis Cook and which said Lot No. 8 is described as follows: BEGINNING at a stake planted on the east side of a street 29½ feet wi the first line of Lot No. 7 in said Addition and running thence with eaid grees West 55 feet; thence South 65½ degrees East 107½ feet to an alley in the control of the second line of Eaid Lot North 24½ degrees East 55 feet to the end of the second line of Eaid Lot Second: The one-half of a piece or parcel of ground shown upon the pladition to the Town of Ellerslie as Lot No. 9, said plat being filed for Addition to the Town of Ellerslie as Lot No. 9, said plat being filed for 1893, and same day recorded in Liber No. 73, folio 184, one of the Land of the county, State of Maryland, and is more fully described by the following county.	de and at the end of Street, South 242 de- 2 feet wide, and with at No. 7 and reversing that of Cook's second record February 3, second seconds of Allegany courses and distances,
BEGINNING on the east side of a street 29½ feet wide at the end of the sand running thence with said street, south 2½ degrees west 27½ feet, the east 107½ feet to an alley 12 feet wide and with it, north 2½ degrees east 107½ feet to an alley 12 feet wide and with it, north 2½ degrees west of the second line of Lot No. 8 and reversing it north 65½ degrees west of the second line of Lot No. 9 statistics. All that lot or parcel of ground being one-half of Lot No. 9 statistics. All that lot or parcel of ground being one-half of Lot No. 9 statistics. BEGINNING on the east side of a street 29½ feet wide at a point co-wit: BEGINNING on the east side of a street 29½ feet wide at a point co-wit: South 2½ degrees west 27½ feet to the beginning of the first line of Lot South 2½ degrees west 27½ feet to the beginning of the first line of Lot South 2½ degrees East 107½ feet to an alley 12 feet wide and with it North 2½ degrees East 107½ feet to an alley 12 feet wide and with it North 2½ to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of the second line of Lot No.8 andrevers to a point 27½ feet from the end of Lot No.8 andrevers to a point 27½ feet to the legislation to the legislation to the legislation to the legislation to the legislati	nance south 652 degrees ast 272 feet to the end 1072 feet to the beginning own upon the aforesaid ally described as follows at the end of 272 e with said street. No. 10 thence South degrees East 272 feet sing it North 652 degree
west 107½ feet from the end of the state of which west 107½ feet to the beginning. BEING the same properties, an undivided one-half interest of which said Elva Cook Fries by Virginia CookPorter and James N. Porter by deed said Elva Cook Fries by Virginia CookPorter and James N. Porter by deed said Elva Cook Fries of Allegany County, Maryland, six and to be recorded among the Land Records of Allegany County, Maryland, six and to be recorded among the Land Records of Allegany County, Maryland, six and to be recorded among the Land Records by the Last Wills and Testam having descended to the said Elva Cook Fries by the Last Wills and Testam having descended to the said Elva Cook Fries by the Last Wills and Testam having descended to the said Elva Cook, deceased, as by reference E. Cook, deceased, and her mother, Mary A. Cook, deceased, as by reference ed deed will more fully appear.	of even date herewith multaneously with the e described properties
Cogether with the buildings and improvements thereon, and the rights, re	pads, ways, waters,
The Line of the li	
Provided, that if the said parties administrators or assigns, do and she	all pay to the said

heirs, executors, administrators or assigns, do and shall pay to the said

Ok executor , administrator or assigns, the aforesaid sum of Twenty six hundred(\$2600.00)Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

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parties of the fir	
may ho	old and possess the aforesaid property, upon paying i
	public liens levied on said property, all which taxes
mortgage debt and interest thereon, the sa	aid
parties of the firshereby covenant to pay when legally deman	
interest thereon, in whole or in part, or	payment of the mortgage debt aforesaid, or of the in any agreement, covenant or condition of this morteled to be hereby secured shall at once become due and
payable, and these presents are hereby de	eclared to be made in trust, and the said
heirs, executors, administrators and assi	
his, her or their duly constituted attorn any time thereafter, to sell the property h and to grant and convey the same to the pur- or assigns; which sale shall be made in m days' notice of the time, place, manner an land, Maryland, which said sale shall be a from such sale to apply first to the paymen taxes levied, and a commission of eight p	ley or agent, are hereby authorized and empowered, at ereby mortgaged or so much thereof as may be necessary chaser or purchasers thereof, his, her or their heir anner following to-wit: By giving at least twenty at terms of sale in some newspaper published in Cumbert public auction for cash, and the proceeds arising at of all expenses incident to such sale, including all er cent. to the party selling or making said sale ing under this mortgage, whether the same shall have
been then matured or not; and as to the bala	
in case of advertisement under the above p	heirs or assigns, and power but no sale, one-half of the above commission
	s their representatives, heirs or assigns.
And the said parties of the firs	t part
	further covenant to
insure forthwith, and pending the existenc company or companies acceptable to the mort	e of this mortgage to keep incured by some incure
	tgagee or her personal representatives or
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assigns, the improvements on the hereby mo Twenty-six hundred (\$2.600.00)	ortgaged land to the amount of at least
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This Anrique, Made this	28th day of September	Mortgage
of Allegany	uerite June Lilly, his wife, County, in the State of Maryla TheFirst National Bank of Mount Sayas	nd
of Allegany part y of the second part, WITN	County, in the State ofMaryl	Land

Whereas, the parties of the first part are firmly indebted unto the said TheFirst National Bank of Mount Savage, Maryland, in the full and just sum of Thirteen Hundred Fifty Dollars (\$1,350.00) as evidenced by the joint and several promissory note of the parties of the first part forsaid amount of money payable, one year after date, to theorder of the party of the second part together with interest thereon at the rate of eix per cent (6%) per annum payable semi-annually and which said sum of money together with the interest thereon as afore said the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

RETEXAMPORATEZEDEN, the following property, to-wit:
All that lot, piece or parcel of ground lying and being on the South side of the Mount
Savage State Road, in Allegany County, Maryland, and more particularly described as follows:
BEGINNING for the same at a point on the Mount Savage State Road, it being the beginning
of the property conveyed by Charles E. Emerick and wife to John A. Emerick by deed dated July
16, 1902, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No.
90, folio 524, said beginning being also the end of the third line of the property conveyed by
David Brailer to George W. Lancaster by deed dated March 1, 1922, and recorded among the aforesaid Land Records in Deed Liber No. 141, folio 576, and running thence with the first line of
the said John A. Emerick deed, but reversing the third line of the said Brailer deed, as corrected, South 29 degrees 00 minutes East 112-8/10 feet to the line of condemnation of the Cumberland and Pennsylvania Railroad, and with it North 55 degrees 45 minutes East 40-3/10 feet,
thence North 29 degrees 00 minutes West 108-2/10 feet to the fourth and last line of the aforementioned deed from Charles E. Emerick to John A. Emerick thence with the remaining part of the
mentioned deed from Charles E. Emerick to John A. Emerick thence with the remaining part of the
mentioned deed from Charles E. Emerick to John A. Emerick to the place of beginning.

IT BEING the same property conveyed by Earl Seese and Ruth E.Seese, hie wife, to George W.Lilly and Marguerite June Lilly, his wife, by deed dated the 28th dayof September, 1949 and to be recorded among the Land Records of Allegany County, Maryland; said deed though dated as to be recorded among the Land Records of Allegany County, Maryland; said deed though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure a part of the purchase price for the property herein described and conveyed.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said

Provided, that if the said

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may nold an	nd possess the aforesaid property, upon payi	ng ir
the meantime, all taxes, assessments and public	c liens levied on said property, all which t	axes
mortgage debt and interest thereon, the said		
parties of the first		
ereby covenant to pay when legally demandable		
But in case of default being made in paym nterest thereon, in whole or in part, or in an age, then the entire mortgage debt intended to ayable, and these presents are hereby declar	be hereby secured shall at once become du	mort-
The First National Bank of Mount Savage, Ma		
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any time thereafter, to sell the property hereby and to grant and convey the same to the purchase or assigns; which sale shall be made in manner days' notice of the time, place, manner and term land, Maryland, which said sale shall be at pub from such sale to apply first to the payment of taxes levied, and a commission of eight per centered by to the payment of all moneys owing understands.	mortgaged or so much thoreof as may be necessor or purchasers thereof, his, her or their her following to-wit: By giving at least to mos of sale in some newspaper published in Curblic auction for cash, and the proceeds ariall expenses incident to such sale, including to the party selling or making said so	eary. neirs wenty mber- ising g all
been then matured or not; and as to the balance,	to pay it over to the said	
parties of the first part, their n case of advertisement under the above power		sion
shall be allowed and paid by the mortgagor s, t	their representatives, heirs or assi	gns.
And the said parties of the first pa	art	
	further covenant	to
nsure forthwith, and pending the existence of to company or companies acceptable to the mortgage	this mortgage, to keep insured by some insure or its successors and	ance
ssigns, the improvements on the hereby mortgag hirteen Hundred and <u>Didty</u> Dollars (\$1,350.0	00)	
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Earsel L. Perry et ux To Filed and Recorded Septembre The Second National Bank of Cumberland, Mary land This Huringe, Made this 30th	Der 30" 1949 at 11:55 A.M. (Stamps \$8.80) _day of September
in the year Nineteen Hundred and Forty-Nine Earsel L. Perry and Catherine E. Perry	he and between
	ty, in the State of Maryland ational Bank of Cumberland, Maryland, a banking of the United States,
of Allegany Country of the second part, WITNESSETH:	ty, in the State ofMaryland
Whereas, The parties of the first part in the full and just sum of Eight Thousand Dollar the first part by the party of the second part, per annum, in payments of not less than Eighty-fit to be applied first to interest and the balance to be due and payable one month from the date he of principal and interest is paid in full	and which is to be repaid with interest at 5% ive Dollars (\$85.00) per month said payments to principal; the first of said monthly paymen

Now Therefore, in consideration of the premises, and of the sum of one dollar inhand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

And those four (4) lots or parcels of land lying andbeing in the Maple side Addition to the City of Cumberland, Allegany County, Maryland,

Lot No. 103 of said Mapleside Addition, together with a small parcelof land on Oldtown as follows: Road adjoining said Lot No. 103, which were conveyed to the parties of the first part by Marion Catherine Bealky (Widow) by deed dated June 16, 1945, and recorded among the Land Records of

Allegany County in Liber No. 203, folio 342.

Also Lots Nos. 104 and 105 of said Mapleside Addition which were conveyed to the parties of the first part by Marion Catherine Bealky (Widow), by deed dated June 14, 1946, and recorded in Liber No. 209, folio 421, of said Land Records.

Reference to both of said deed being hereby made for a more particular description by

metes and bounds of the properties herein conveyed.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be marties of the first part	
may hold	d and possess the aforesaid property, upon paying in plic liens levied on said property, all which taxes.
ortgage debt and interest thereon, the said	
parties of the first part	
ereby covenant to pay when legally demanda	
nterest thereon, in whole or in part, or in	ayment of the mortgage debt aforesaid, or of the any agreement, covenant or condition of this mortito be heroby secured shall at once become due and
party of the second part, its	
oinsxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	PALES NO. 14 THE REPORT OF THE PROPERTY AND ADDRESS.
ny time thereafter, to sell the property her nd to grant and convey the same to the purch r assigns; which sale shall be made in man ays' notice of the time, place, manner and and, Maryland, which said sale shall be at rom such sale to apply first to the payment axes levied, and a commission of eight per	or agent, are hereby authorized and empowered, at reby mortgaged or so much thereof as may be necessary. The property asser or purchasers thereof, his, her or their heirs must following to-wit: By giving at least twenty terms of sale in some newspaper published in Cumberpublic auction for cash, and the proceeds arising of all expenses incident to such sale, including all cent. to the party selling or making said sale; gunder this mortgage, whether the same shall have
en then matured or not; and as to the balance	
parties of the first part, their	heirs or assigns and
case of advertisement under the above por	wer but no sale, one-half of the above commission
nall be allowed and paid by the mortgagors,	their representatives, heirs or assigns.
And the said parties of the first ;	part
	further covenant to
sure forthwith, and pending the existence mpany or companies acceptable to the mortga	of this mortgage, to keen insured by some insurence
ssigns, the improvements on the hereby mort	tgaged land to the amount of at least
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Eight Thousand (\$8,000.00) and to cause the policy or policies issued t	tgaged land to the amount of at least
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This Martagno	orded September 30 1949 at 11:0	Contract of the last of the la
in the year Nineteen Hundred and Walter F.Files, Sr., and	forty Nine	, by and between
of Allegany part ies of the first part, and	County, in the State of	Maryland
of Allegany part ies of the second part, WITNE	County, in the State of _	Maryland
	first part are now indebted to	the said Irving Kenneth

sum of Five Hundred and Twenty Six Dollars and Fifty Five Cents (\$526.55) payable on or before three years after date with interest at the rate of 3% per amum, payable and calculated quarterly, and in monthly payments on the principal after the first year of not less than \$25.00.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

together with the interest thereon, the said parties of the first part

heirs and assigns, the following property, to-wit:
All that lot or parcel of ground situated on the Southwesterly sideof the Oldtown Road,
in the City of Cumberland, Allegany County, Maryland, which is more particularly described as

Beginning at a hub set in the Southwest side of Oldtown Road 197.5 feet in a Northwesterly direction from the intersection of the Southwest side of Oldtown Road with the Northwest
side of Maple Street, and running with the Southwest side of Oldtown Road South 61 degrees 21
minutes East 97.5 feet to a hub; then South 29 degrees 30 minutes west 212 feet parallel to
Maple Street along lots belonging to Anna Snyder, Jesse Martin and Estate of Levin Martin to
a hub; then North 60 degrees 30 minutes Westll0 feet at right angles to Maple Street to a hub;
then North 32 degrees 56 minutes East 211.1 feet to the beginning. Resurveyed February 1946.

Being the same property conveyed by the said Irving Kenneth Wigfield et ux to the said Walter F.Files Sr., et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said heirs, executors, administrators or assigns, the aforesaid sum of Five Humired and Twenty Six Dollars executor, administrator or assigns, the aforesaid sum of Five Humired and Twenty Six Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

parties of the first pa	art	
may ho	ld and possess the aforesaid property,	upon paying
the meantime, all taxes, assessments and pu	ablic liens levied on said property, al	1 which taxes
mortgage debt and interest thereon, the sa		
parties of the first hereby covenant to pay when legally demand		
But in case of default being made in interest thereon, in whole or in part, or i gage, then the entire mortgage debt intende	n any agreement, covenant or condition d to be hereby secured shall at once l	n of this mort become due an
payable, and these presents are hereby de parties of the secon	clared to be made in trust, and the so d part, their	aid
heirs, executors, administrators and assig his, her or their duly constituted attorne	ns, or Wilbur V. Wilson	
any time thereafter, to sell the property he and to grant and convey the same to the purc or assigns; which sale shall be made in ma days' notice of the time, place, manner and land, Maryland, which said sale shall be at from such sale to apply first to the payment taxes levied, and a commission of eight pe secondly, to the payment of all moneys cwill been then matured or not; and as to the balance.	reby mortgaged or so much thereof as may haser or purchasers thereof, his, her nner following to-wit: By giving at terms of sale in some newspaper publis public auction for cash, and the protof all expenses incident to such sale, r cent. to the party selling or making under this mortgage, whether the sale.	or their heir least twent hed in Cumber seeds arisin including al
parties of the first part, their	heirs or	assigns, an
n case of advertisement under the above po	ower but no sale, one-half of the abo	ve commissio
hall be allowed and paid by the mortgagor_		s or assigns
And the said parties of the	first part	
nsure forthwith, and pending the existence	of this mortgage to been incured be-	covenant t
ompany of companies acceptable to the mort	gagee or their	
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illiam L.Pratt et ux To Filed and Recorded Server and accorded Mortgage
obert Maybury et al ammetorded September 30" 1949 at 11:30 A.M.
This /Anrique, Made thisday of September
in the year Mineteen Hundred and Forty Nine
William L. Pratt and Betty Jane Pratt, his wife,
of Allegany Manuford
part ies of the first part, and Robert Maybury and Heber Poland
part and the lifet part, and movert mayoury and neber Poland
All the ter advanced to fifth reduction, out the features of their health about the mank at his
of Allegany County, in the State of Maryland
parties_of the second part, WITNESSETH:
Whereas, the said parties of the first part are indebted unto the said parties of the condpart in the full sum of Two Hundred Dollars (\$200.00) as evidenced by the PromissoryNot even date herewith of the said parties of the first part for the sum of Two Hundred Dollars (00.00) payable on demand unto the order of the said parties of the second part with interest the rate of Six Percent (6%) per annum, and WHEREAS, the said parties of the first part agree to execute this Mortgage for the pur-
se of securing the aforesaid note, and WHERENS, the aforesaid sum of money is borrowed for the purpose of purchasing the here after described property and therefore this is a Purchase Money Mortgage
And a real and and former and a series of the series at th
Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said parties of the secondpart, their
heirs and assigns, the following property, to-wit: All of that parcelor lot of ground known and the Four (AL) as laid out on the Plat of Morrison's Third Addition to the Town of
to the same on the West side of wood street
a peg on the North East cornerof Lot No. 43, andthence running withthe west side of wood reet North 18 degrees West 72 feet to the Southeast corner of Lot No. 45, thence South 72 grees West 120 feet to the East side of Walnut Alley, thence South 2½ degrees West 20 feet the North West corner of Lot No. 43, thence South 87½ degrees East 135 feet to the placeof ginning. Being the sameproperty as conveyed unto the said parties of the first part hereing y Ralph E. McIntyre et ux by deed of even date herewith, whichdeed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage and eing also the same property as conveyed unto the said Ralph E. McIntyre, et ux by Mary E. thultice et al, by deed dated September 6, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 217, Folio 610.
f the oil and gas underlying said land hereby conveyed as locality
n prior deeds.
micho michte podde, wave, waters.
and oppliff eliculous and
Provided, that if the said parties of the first part, their

heirs, executors, ac

executors , administrator or assigns, the aforesaid sum of Two Hundred Dollars (\$200.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

parties of the secondpart, their

53:
Laura G. Conrad
The Second National Bank of Cumberland, Maryland The Second National Bank of Cumberland, Maryland (Stamps \$2.75) Mortgage (Stamps \$2.75)
in the year Nineteen Hundred and Forty-nine , by and between
Laura G.Conrad, widow,
ofCounty, in the State of Maryland
party of the first part, and TheSecond National Bank of Cumberland, Maryland, a corporation created and existing under and by virtue of the lawsof the United States of America,
OC AND CONTROL OF THE PROPERTY
partyof the second part, WITNESSETH:
Whereas, the said party of the first part stands indebted unto the party of the second part in the full and just sum of Twenty-six Hundred Dollars (\$2600.00) with interest thereon the rate of five per cent.per annum, said principal debt and interest to be paid to the party of the second part in monthly instalments of Thirty-five Dollars (\$35.00) each, the first of thich instalments shall become due and payable on October 30th and the remaining instalments onthly thereafter on the 30th day of each and every month until such time as said principal ebt and interest accrued thereon shall have been fully paid.
Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part
The state of the s
do es give, grant, bargain and sell, convey, release and confirm unto the said party of the secondpart, its successors and
kacksound assigns, the following property, to-wit:
All that lot or parcelof ground situate, lying and being on the Westerly side of Tale Street in or near the City of Cumberland, Allegany County, Maryland, which isknown and designated as Lot Number Two (2) Block "N" on theplat of the Bellevue Addition to the City of Cumberland, Maryland, and recorded in Plat Case Box 21, of the Land Records of Allegany County, Maryland, and which isparticularly described as follows:
first line of Lot Number One (1) Block "N" in said Addition, and running thence with the wester- ly side of Yale Street, North 32½ degrees East 50 feet, thence at right angles to said Street, North 57½ degrees West 110 feet to a ten (10) foot alley, and with it South 32½ degrees West 50 feet to the end of the second line of Lot Number One (1) Block "N" then reversing said second line, South 57½ degrees East 110 feet to the place of beginning. It being the same property which was conveyed to Monroe Conrad and Laura G.Conrad his wife, by deed dated May 25, 1927, and recorded in Liber No. 155, folio 377, one of the Land wife, by deed dated May 25, 1927, and recorded by operation of law to Laura G.
Conrad upon the death of her husband in 1946.
and the state of t

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. vided, that if the said party of the first part, her

_heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her performed, then this mortgage shall be void.

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Edgar W.Beckman et ux Mortgage
Howard W. Broadwater et ux Ohim Alburtaine
PURCHASE MONEY , made this day of October in the year Nineteen Hundred and Forty-Nine, by and between, by and between, by and between, by and between, by and between
Allegany
part ies of the first part, and Howard W.Broadwater and Viola V.Broadwater, his wife,
of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:
Whereas, The parties of the first part are indebted unto the parties of the second part in the full and just sum of OneThousand (\$1,000.00) Dollars, same being balance due on the purchase price of the property herein conveyed, which by deed of even date was conveyed by the parties of the second part to the parties of the first part, and which principal sum of \$1,000.00 is to be paid in payments of not less than Thirty \$30.00) Dollars per month, without interest; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly under the amount of principal is fully paid.
A STATE OF THE PARTY OF THE PAR
Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All that lot or parcel of landlying in District No. 29 of Allegany County, Maryland, being part of lot known as No. 7 as laid out by Albert H. Macy, and described as follows: BEGINNING at a point 60 feet distant on the front or Easterly line from the North easterl orner of the whole property which was conveyed to the parties of the second part by albert H. acy et ux by deed dated November 6, 1936, and recorded among the Land Records of Allegany ounty in Liber No. 173, folio 690, and continuing with said line and parallel and distant 3 feet from the right-of-way of the Cumberland and Pennsylvania Railroad Eckhart Branch, a
istance of 90 feet to the end of the first line of the fort the lot consider the first line of the first line of the first line in an easterly direction and ecords in Liber No. 198, folio 381, theme by a straight line in an Easterly direction and ecords in Liber No. 198, folio 381, theme by a straight line in an Easterly direction and arallel to the second line of the first herein mentioned lot, recorded in Liber No. 173, folio arallel to the second line of the first herein mentioned lot, recorded in Liber No. 173, folio 90, a distance of 225 feet more or less to the right-of-way of the Georges Creek Railroad, an 90, a distance of 225 feet more or less to the right-of-way of the Georges Creek Railroad, an 91 the said right -of-way in a Northerly direction 90 feet thence by a line again parallel with le last above mentioned line of the deed recorded in Liber No. 173, folio 690, in a Westerly he last above mentioned line of the deed recorded in Liber No. 173, folio 690, in a Westerly he last above mentioned line of the deed of beginning. BEING the same property which by deed of even date was conveyed to the parties of the BEING the same property which by deed of even date was conveyed among the Land
ecords of Allegany County with the recording of this mortgage.
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters,
nativilogae and appurtenances thereunto belonging

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their executors , administrators or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

rthur Hollie et ux To Filed and Rec	orded October 4" 1949 at 9:	50 A.M. Mortgage
Chis/Marinane, Made this to PURCHASE in the year Nineteen Hundred and for	wentieth day of September	Stod or St. Report 750
Hollie Arthur and Wanda Arthu	r, husband and wife,	, by and between
of desternport, Allegany part ies of the first part, and Thom	County, in the State of	Maryland
ofof the second part, WITNESSI	County, in the State of	Maryland

Whereas, The said parties of the first part are indebted unto the said party of the second part in the fulland just sum of \$1950.00 for money due and owing being the balance of the purchaseprice of the hereinafter described lands, which debt is evidenced by the promissory note of said parties of the first part, of even date herewith, payable to the order of said party of the second part with interest at 4%, at the rate of not less than \$50.00 monthly after date, at The Citizens National Bank of Westernport, Maryland.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following proporty, to-wit:

All that certain parcel of ground known as lot No. 5 in Morrison's Second Addition to the town of Westernport, in Allegany County, Maryland, and described as the first parcel in deed from Thomas L. White et ux to the parties of the first part herein, said deed being of even date here with and to be recorded among the land records of Allegany County, Maryland at the time of the recording of this purchase money mortgage. Also that certain parcel of land situated immediately across the Street from said first parcel and fronting 50 feet on West side of said Street and extending back, the same width throughout a distance of 65 feet. Being conveyed and described in said deed from Thomas L. White et ux to be recorded as aforesaid.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtonances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor , administrator or assigns, the aforesaid sum of nine teen hundred and fifty dollars (\$1950.00)

together with the interest theroon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Mahal Boor

Notary Public

100

(Notarial Seal)

And it is Agreed that until default be me parties of the first part, the		
	and possess the aforesaid property,	upon paving i
the meantime, all taxes, assessments and pub	lic liens levied on said property, a	ll which taxes
mortgage debt and interest thereon, the said		
parties of the fir hereby covenant to pay when legally demandal		
But in case of default being made in painterest thereon, in whole or in part, or in gage, then the entire mortgage debt intended	any agreement, covenant or conditio to be hereby secured shall at once	n of this mort- become due and
payable, and these presents are hereby decl	Lared to be made in trust, and the s	aid
heirs, executors, administrators and assigns	s, or Horace P. Whitworth	
his, her or their duly constituted attorney any time thereafter, to sell the property her and to grant and convey the same to the purcha or assigns; which sale shall be made in mandays' notice of the time, place, manner and land, Maryland, which said sale shall be at from such sale to apply first to the payment taxes levied, and a commission of eight per secondly, to the payment of all moneys owing	eby mortgaged or so much thereof as marker or purchasers thereof, his, here mer following to-wit: By giving a terms of sale in some newspaper public auction for cash, and the prof all expenses incident to such sale cent, to the party selling or mak	y be necessary, or their heirs t least twenty shed in Cumber- occeeds arising , including all ing said sale
been then matured or not; and as to the balance	ce, to pay it over to the said	
parties of the first part, their	heirs o	r assigns, and
in case of advertisement under the above por		
shall be allowed and paid by the mortgagor.s,	their representatives, hei	rs or assigns.
And the said parties of the first par	rt	
	further	covenant to
insure forthwith, and pending the existence company or companies acceptable to the mortga	of this mortgage, to keep insured by	some insurance
assigns, the improvements on the hereby mort nineteen hundred and fif		
and to cause the policy or policies issued t		Dollars,
fires, to inure to the benefit of the mortgage	he . his heirs or assigns	to the extent
of his or their lien or claim her with in possession of the mortgagee, or the the premiums thereon with interest as part of	eunder, and to place such policy or portgagee may effect said insuran	olicies forth-
Witness, the hands and seals of said mo		
Attest	Hollie D.Arthur	(Seal)
Jas A. Welsh Jr.	Wanda Arthur	
	wanta Al thui	(5631)
		(Seal)
		(Seal)
State of Maryland,		(5001)
Allegany County, to wit:		
I hereby certify, That on this twe	ntiethday of September	
in the year nineteen hundred and forty n	ine been .	
Notary Public of the State of Maryland, in	and for said County	ne subscriber
Hollie Arthur and Wanda Arthur, husb	and and wife,	eared
and each acknowledged the aforegoin	g mortgage to be their voluntary	
at the same time before me also personally ap	peared Thomas L. White	
the within named mortgagee and made oath i mortgage is true and bona fide as therein set	101 011.	ation in said
WITNESS my hand and Notarial Seal the da	v and vear aforesaid	
	, and John Market	

oseph D.Shober et al To Filed and Recorded Oct	Cober 5" 1949 at 11:15 A.M. Mortgage
PURCHASE MANGEN, Made this_ lst	ac
Joseph D. Shober and Mary M. Shober, h	
of Allogon.	County, in the State of Maryland
George L.Deal	
of Allegany part y of the second part, WITNESSETH:	County, in the State of Maryland

Whereas, the said parties of the first part stand indebted unto the said George L.Deal in the full and just sum of twenty-eight hundred (\$2,800.00) dollars as evidenced by their joint and several promissory note of even date herewith, together with interest thereon at the rate of five (5%) per centum per annum, said interest to be computed quarter-annually and payable monthly. The aforesaid principal sum, with interest thereon as above provided, shall be paid at the rate of twenty-five (\$25.00) dollars per month, from which monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum of this mortgage and to the payments of which said sum or sums of money, with interest there on as above provided, the said parties of the first part agree to pay when and as the same may be due and payable.

This mortgage is a purchase money mortgage given to secure in part the purchase price of the property hereinafter described.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said George L.Deal, his

heirs and assigns, the following property, to-wit: All that lot situated in Allegany County and State of Maryland and known as Lot Number Sixty (60) of a suburban development known as "Forest Glen" situated on the National Pike about four miles west of the City of Cumberland, Maryland, said Lot Number Sixty being described as follows, to-wit:

Number Fifty-nine, it being distant along the curve of Holly Avenue, eastwardly two hundred feet from the Southeast corner of Holly and Avondale Avenue, and running thence with the curve of Holly Avenue (radius 1460 feet), as referred to the Magnetic Meridian in the year 1921, about South sixty-five degrees thirty-two minutes East forty feet to the end of the fourth line of Lot Number Sixty-one; thence with the said line reversed andradially to the curve, South twenty-three degrees forty-one minutes West one hundred fifty feet to the side of a sixteen foot alley; thence with the curve of said alley (radius 1610) about North sixty-five degrees thirty-two minutes West forty-four and eleven hundredths feet to the end of the second line of Lot Number utes West forty-four and eleven hundredths feet to the end of the second line of Lot Number Fifty-nine; thence with the said line reversed and radially to the curve, North twenty-five degrees fifteen minutes East one hundred fifty feet to the place of beginning. All distances are horizontal.

BEING the same property conveyed to the said parties of the first part by John G.Buckley and Pattie M.Buckley, his wife, by deed of even date herewith and to be recorded at the time of recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of twenty-eight hundred(\$2,800.00)

executor, administrator or assigns, the aforesaid sum of twenty-eight hundred(\$2,800.00)

dollars

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their part to be

the meantime do and shall perform all the void,

performed, then this mortgage shall be void,

And it is Agreed that until default be made parties of the first part		
	d possess the aforesaid property,	upon navina
the meantime, all taxes, assessments and public	liens levied on said property, al	l which taxes
mortgage debt and interest thereon, the said		
	ne first part	
hereby covenant to pay when legally demandable	· Just 2 m	
But in case of default being made in paym interest thereon, in whole or in part, or in an gage, then the entire mortgage debt intended to	y agreement, covenant or condition be hereby secured shall at once b	of this mort- ecome due and
payable, and these presents are hereby declar		aid
heirs, executors, administrators and assigns,		
his, her or their duly constituted attorney or any time thereafter, to sell the property hereby and to grant and convey the same to the purchase or assigns; which sale shall be made in manner days' notice of the time, place, manner and term land, Maryland, which said sale shall be at pub from such sale to apply first to the payment of taxes levied, and a commission of eight per cessecondly, to the payment of all moneys owing unbeen then matured or not; and as to the balance,	mortgaged or so much thereof as may ror purchasers thereof, his, here following to-wit: By giving at ms of sale in some newspaper publishic auction for cash, and the proall expenses incident to such sale, nt. to the party selling or making ander this mortgage, whether the sa	be necessary. or their heirs least twenty hed in Cumber- ceeds arising including all
parties of the first part, their		ongiana and
in case of advertisement under the above power	but no sale, one-half of the about	ve commission
shall be allowed and paid by the mortgagor, s, the		
And the said parties of the first p	part	
	further	covenant to
insure forthwith, and pending the existence of a company or companies acceptable to the mortgages	this mortgage to keep incured by a	ome insurance
assigns, the improvements on the hereby mortgag		
Twenty-eight hundred and to cause the policy or policies issued there	ged land to the amount of at least_	Dollars, as in case of
Twenty-eight hundred and to cause the policy or policies issued there ires, to inure to the benefit of the mortgagee their lien or claim hereur ith in possession of the mortgagee, or the mothe premiums thereon with interest as part of the	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or pointgagee may effect said insurance mortgage debt.	Dollars, as in case of to the extent
Twenty-eight hundred and to cause the policy or policies issued there are to cause the policy or policies issued there ires, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee _, or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgage.	refor to be so framed or endorsed, his heirs or assigns, der, and to place such policy or pointgagee may effect said insurance mortgage debt.	Dollars, as in case of to the extent
Twenty-eight hundred and to cause the policy or policies issued ther Pires, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee _, or the mo the premiums thereon with interest as part of the Witness, the hands and seals of said mortg	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or pointgagee may effect said insurance mortgage debt.	Dollars, as in case of to the extent
Twenty-eight hundred and to cause the policy or policies issued there are to cause the policy or policies issued there ires, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee _, or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgage.	refor to be so framed or endorsed, his heirs or assigns, der, and to place such policy or pointgagee may effect said insurance mortgage debt.	Dollars, as in case of to the extent licies forthe and collect
Twenty-eight hundred and to cause the policy or policies issued there are to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee _, or the mode he premiums thereon with interest as part of the witness, the hands and seals of said mortgage ttest	refor to be so framed or endorsed, , his heirs or assigns, ader, and to place such policy or policy are mortgagee may effect said insurance mortgage debt. Joseph D.Shober	Dollars, as in case of to the extent licies forthe and collect (Seal)
Twenty-eight hundred and to cause the policy or policies issued there ires, to inure to the benefit of the mortgagee of their lien or claim hereur their lien possession of the mortgagee _, or the most he premiums thereon with interest as part of the witness, the hands and seals of said mortgage ttest	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or poortgagee may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober	Dollars, as in case of to the extent licies forthe and collect
Twenty-eight hundred and to cause the policy or policies issued ther Pires, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee , or the mo the premiums thereon with interest as part of the Witness, the hands and seals of said mortgates ttest Betty June Beachy	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or poortgagee may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober	Dollars, as in case of to the extent licies forthe and collect (Seal)
Twenty-eight hundred and to cause the policy or policies issued ther Pires, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee _, or the mo the premiums thereon with interest as part of the Witness, the hands and seals of said mortg	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or poortgagee may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal)
Twenty-eight hundred and to cause the policy or policies issued ther Pires, to inure to the benefit of the mortgagee of	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or poortgagee may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober	Dollars, as in case of to the extent licies forth- e and collect(Seal)(Seal)
Twenty-eight hundred and to cause the policy or policies issued therefores, to inure to the benefit of the mortgagee of their lien or claim hereur with in possession of the mortgagee , or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgatest Betty June Beachy	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or poortgagee may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober	Dollars, as in case of to the extent licies forth- e and collect(Seal)(Seal)
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Twenty-eight hundred and to cause the policy or policies issued there are to inure to the benefit of the mortgagee of their lien or claim hereus with in possession of the mortgagee _, or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgatest Betty Juna Beachy State of Maryland, Allegang County, to wit: Ihereby certify, That on thislst the year nineteen hundred andforty-n Notary Public of the State of Maryland, in and	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or pointgagee may effect said insurance mortgage debt. Joseph D. Shober Mary M. Shober Mary C. Mont day of October ine	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal)
Twenty-eight hundred and to cause the policy or policies issued there are to inure to the benefit of the mortgagee their lien or claim hereus with in possession of the mortgagee, or the mothe premiums thereon with interest as part of the witness, the hands and seals of said mortgatest. Betty June Beachy State of Maryland, Allegany County, to wit: I hereby rertify, that on this lst is the year nineteen hundred and forty-not not the year nineteen hundred and Joseph D. Shober and Mary M. Shober and Mar	ged land to the amount of at least_ refor to be so framed or endorsed, his heirs or assigns, der, and to place such policy or pointgagee may effect said insurance mortgage debt. gagor s.	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal)
Twanty-eight hundred and to cause the policy or policies issued therefires, to inure to the benefit of the mortgagee of their lien or claim hereus with in possession of the mortgagee _, or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgatest Betty June Beachy State of Maryland, Allegany County, to wit: Thereby rertify, That on this lst n the year nineteen hundred and forty-n Notary Public of the State of Maryland, in and Joseph D. Shober and Mary M. Sho	refor to be so framed or endorsed, his heirs or assigns, der, and to place such policy or policy and the mortgage may effect said insurance mortgage debt. Joseph D.Shober Mary M.Shober Mary C. Mont day of October ine hefore me, the for said County, personally appearance, his wife, and Mary C. Mont ortgage tober respective	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal)
state of Maryland, Allegany County to mother of the with: Thereby rertify, That on this lst nother year nineteen hundred and forty-n Notary Public of the State of Maryland, in and Joseph D. Shober and Mary M. Should be same time before me also personally appear the within named mortgagee and made oath in drortgage is true and bona fide as therein set for	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or polartgagee may effect said insurance mortgage debt. Gagor s. Joseph D.Shober Mary M.Shober Mary C. Mont day of October ine hefore me, the for said County, personally appeadober, his wife, and Mary C. Mont ortgage to be respective act ar red George L.Deal le form of law, that the considerar th.	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal) (Seal)
Twenty-eight hundred and to cause the policy or policies issued there are to inure to the benefit of the mortgagee of their lien or claim hereun with in possession of the mortgagee or the mother premiums thereon with interest as part of the witness, the hands and seals of said mortgatest Betty June Beachy State of Maryland, Allegany County, to wit: Thereby rertify, That on this lst the year nineteen hundred and forty-n Notary Public of the State of Maryland, in and Joseph D. Shober and Mary M. Should they acknowledged the aforegoing must the same time before me also personally appearance is true and bona fide as therein set for WITNESS my hand and Notarial Seal the day are	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or polartgagee may effect said insurance mortgage debt. Gagor s. Joseph D.Shober Mary M.Shober Mary C. Mont day of October ine hefore me, the for said County, personally appeadober, his wife, and Mary C. Mont ortgage to be respective act ar red George L.Deal le form of law, that the considerar th.	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal) (Seal)
Twanty-eight hundred and to cause the policy or policies issued there are to inure to the benefit of the mortgagee of	refor to be so framed or endorsed, his heirs or assigns, ader, and to place such policy or polartgagee may effect said insurance mortgage debt. Gagor s. Joseph D.Shober Mary M.Shober Mary C. Mont day of October ine hefore me, the for said County, personally appeadober, his wife, and Mary C. Mont ortgage to be respective act ar red George L.Deal le form of law, that the considerar th.	Dollars, as in case of to the extent licies forthe and collect (Seal) (Seal) (Seal) (Seal) (Seal)

umber land	To Finance	Filed and Re	corded Sep	tember	30" 1949 at 8:	Chatte	el Mortgage
THIS CHA	ATTEL MO	RTGAGE, Made this	28 ions	day of	Sept		19_49_
State of M	faryland, he	reinafter called "Mortga	of the gor," to CUMB	City County ERL AND	of 404 Walnut S FINANCE CORPORA	TION	
amount Mounto Morts	78), ortgagor he gagee the fo	ershing Street, Cum at for and in consideration the actual amount lent be reby covenants to repay a illowing described person ading household furniture	on of the sum by Mortgagee to unto Mortgage al property: c, now located	of Five o Mortge e as here at No	Hundre d Twenty agor, receipt whereof inafter set forth, Mor	Four 78/100 is hereby acknowledg tgagor doth hereby b	Dollare

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in 404 Walnut St.

Cumb.Md.

Maryland, that is to say:

MAKE MODEL YEAR ENGINE No. SERIAL No. OTHER IDENTIFICATION

Ply Pl2 1941 Pl2-143024 11192936 C1b Coupe

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Five nundred Twenty Four 78/100

Obliars, regular place of business the aforesaid sum of Five nundred Twenty Four 78/100

Obliars, regular place of business the aforesaid sum of Five nundred Twenty Four 78/100

Obliars, regular place of business the aforesaid sum of Five nundred Twenty Four 78/100

Obliars, regular place of business the aforesaid sum of and as evidenced by a certain promissory note of even date herewith payable in 12 installments of \$ 43.73 installments of \$ 43.73 installments of \$ 43.74 each; installments of \$ 60 each month beginning on the 28 day of 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annum, then these presents shall 10ct. 19.49 with interest after maturity at 6% per annu

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is molien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in from the state of Maryland or said other mortgaged personal property shall be subject to view and writing of Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagers covenant that they will at their own cost and expense procure life this mortgage includes a motor vehicle, the mortgager with an insurance company duly qualified to act in this state and in insurance of the property for the benefit of the mortgage with an insurance company duly qualified to act in this state and in insurance of the property for the benefit of the mortgage by fire, theft, collision and conversion. Said policies and certificates an amount agreeable to the mortgage against loss or damage by fire, theft, collision and conversion. Said policies and certificates an amount agreeable to the mortgage against loss or damage may make any settlement or adjustment on any claim or claims an amount agreeable to the mortgage and the mortgage may make any settlement or adjustment on any claim or claims at thereof, shall be delivered to the mortgage and the mortgages or otherwise and receive and collect the same and execute in the received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mortgage.

mut.	hold and possess the aforesaid property, upon paying
the meantime, all taxes, assessments and	public liens levied on said property, all which tax
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hereby covenant to pay when legally dema	ndable.
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any time thereafter, to sell the property and to grant and convey the same to the pu or assigns; which sale shall be made in days' notice of the time, place, manner a land, Maryland, which said sale shall be from such sale to apply first to the payme taxes levied, and a commission of eight	igns, or Clarence Lippel mey or agent, are hereby authorized and empowered, hereby mortgaged or so much thereof as may be necessar rchaser or purchasers thereof, his, her or their her manner following to-wit: By giving at least twen and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arisi ent of all expenses incident to such sale, including a per cent. to the party selling or making said sal wing under this mortgage, whether the same shall he
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company or companies acceptable to the mon	rtgagee or his representatives or
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Filed an	d Recorded Seni	tember 30#	1010	Chattel	Mortgage
ance Corporation			1949 at 8:30 A	'M.	
MALENBLITE H.	Simmons				19_49_
nd, hereinafter called "M	of the ortgagor," to CUMBI	ERLAND FINAN	ICE CORPORATION	nb. Md.	
I nat for and in considerable properties of the actual amount for the following described properties of the following described for a full distribution of the following household fur	eration of the sum of lent by Mortgagee to epay unto Mortgagee ersonal property: niture, now located a	of Five Hundre Mortgagor, re- e as hereinafter at No	ed Twenty Four- ceipt whereof is here set forth, Mortgagor	78/100 by acknowledged doth hereby bar	Dollars
	L MORTGAGE, Made the Marguerite B. Marguerite B.	L MORTGAGE, Made this	L MORTGAGE, Made this	L MORTGAGE, Made this28day ofSapt. Marguerite B. Simmons of theof LO4 Walnut St. Gur. nd, hereinafter called "Mortgagor," to CUMBERLAND FINANCE CORPORATION which responds. 40 Pershing Street, Cumberland, Maryl and, here That for and in consideration of the sum of Five Hundred Twenty Four.), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is here for hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor the following described personal property:	L MORTGAGE, Made this28

Marguerite B. Simmons

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in 404 Walnut St. Maryland, that is to say: ENGINE No. SERIAL No. YEAR MODEL

OTHER IDENTIFICATION MAKE Clb Coupe Ply 11192936 1941 P12-143024 P12

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever. PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Five Hundred Twenty Four 78/100 Dollars, (\$ 524.78) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments as follows: 11 installments of \$ 43.73 each; _____installments of \$ 43.74 each; ___ ___installments of \$_ _each; payable on the _____28 ____of each month beginning on the ____28 installments of \$___ ____, 19_49 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 31.99 service charges, in advance, in the amount of \$ 20.79 ... In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle no lien, claim or said other mortgaged personal property from the above described premises without consent in from the state of Maryland or said other mortgaged personal property shall be subject to view and writing of Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in insurance of the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates an amount agreeable to the mortgagee against loss or damage may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims.

Eugene J. Burns

Chattel Mortgage

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Filed and Recorded October 6" 1949 at 1:00 P.M.

The Liberty Trust Company, Cumber land, Maryland.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 3rd day of October, 1949, by and between Eugene J. Burns

, party of the first part, and THE LIBERTY TRUST County, Maryland COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Three Hundred Seventy-One Dollars and 34/100 payable one year after date hereof, together with interest thereon at the rate of six per cent

(6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as afcresaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Hudson Club Coupe Motor # 491-59534 Serial # 491-59534

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Eugene J. Burns shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mertgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust. and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premisos where the aforedescribed a vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, hir, her, or their assigne, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the preceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Eugene J. Bums his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged

WITNESS the hand and seal of the said mortgagor this 3rd day of October 1949, Thos J McNamee Eugene J. Burns (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 3rd day of October , 1949 , before me, the subsoriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Eugene J. Burns

going Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles f. Piper, President of the within named mortgagee, and made oath in due form of law that the the within mortgagor and acknowledged the aforeconsideration in said mortgage is true and bena fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal. (NotarialSeal)

Thos J Mchanee

Notary Public

###undtuttattattatt

Helen B. Assif Filed and Recorded October 5" 1949 at 3:00 P M. Frank L Byrd et ux Chis Morinage, Made this 5th Mortgage (Stamps \$7.15) day of __October_ in the year Nineteen Hundred and Forty-nine Helen B Assif (widow) Allegany-County, in the State of Maryland part __iesof the first part, and __Frank L.Byrd and Mary E.Bryd his wife Allegany __County, in the State of __Maryland ___ parties of the second part, WITNESSETH:

Whereas, the said Helen B. Assif (Widow) stands indebted unto FrankL. Byrd, and Mary E. Byrd, his wife, in the just and full sum of (\$6754.90) Six Thousand Seven Hundred Fifty-four Dollars and ninety cents; payable one year after date, with interest from date at the rate of five per cent per annum, payable monthly as it accrues.

It is agreed by and between theparties hereto that the said party of the first part shall make payments on said indebtedness in the amount of Fifty-Dollars (\$50.00) per month, which said amount is to include interest at the rate offive per cent per annum.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid. and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Helen B.Assif (Widow)

give, grant, bargain and sell, convey, release and confirm unto the said do es

Frank L. Byrd and Mary E. Byrd, his wife, their

heirs and assigns, the following property, to-wit: all thatLot, piece or parcel of ground known as Lot No. 1, Bowling Green Tenth Addition (sometimes known as Bowling Green Gardens) in Allegany County, Maryland, (plat of which Addition isrecorded among the Land Records of Allegany County) and more particularly described as follows, to wit:

and more particularly described as follows, to wit:

LOT NO. 1. Beginning for the same at the southwesterly corner of the tract of land known as Bowling Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany County, Maryland, and running thence with the McMullen Boulevard North 20 degrees 30 minutes West 250 feet, North 17 degrees 40 minutes West 80 feet, North 14 degrees 40 minutes west 80 feet, North 8 degrees 40 minutes west 80 feet to theintersection of the said McMullen Boulevard with a 40 foot street known as Walnut Street, thence reversing part of said line South 8 degrees 40 minutes East 50 feet thence North 81 degrees 20 minutes East 120 feet, thence North 8 degrees 40 minutes West 37.2 feet to Walnut Street, and thence with Walnut Street South 82 degrees 40 minutes West 120.03 feet to the said point of intersection with McMullen Boulevard.

It being the same property which was conveyed to Thomas A. Assif and Helen B. Assif, hiswife by Lulul L. Long (Widow of T. Walter Long) by deed dated the 9th day of December, 1942 and recorded in LTber 195 folio 41, one of the Land Records of Allegany County, Maryland.

SECOND. All that lot, piece or parcel of ground known as Lot No. 2 Bowling Green Tenth Addition (sometimes known as Bowling Green Gardens) in Allegany County, Maryland, (a plat of which Addition is recorded among the Land Records of Allegany County) and more particularlydescribed as follows, to wit:

Beginning for the same at the Southwesterly corner of the tract of land known asBowling Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany Green, Maryland, and running thence with the McMullen Boulevard North 20 degrees 30 minutes West 280 feet, North 14 degrees 40 minutes West 80 feet, North 14 degrees 40 minutes West 80 feet to theplace of beginning for the said Lot No. 2, thence North 11 degrees 40 minutes West 80 feet to theplace of beginning for the said Lot No. 2, thence South 8 degrees 40 minutes East 40 feet, thence North 80 degrees East 120-3/100 feet to an alley South 8 degrees 40 minutes West 37 2/10 feet to the end of the second line and with said alley North 8 degrees 40 minutes West 37 2/10 feet to the end of the second line of Lot No. 1, and with said line reversed South 81 degrees 20 minutes West 120 feet to the beginning.

beginning.

It being the same property which was conveyed to Thomas A. Assif and Helen B. Assif his wife

It being the same property which was conveyed to Thomas A. Assif and Helen B. Assif his wife

by Lulu L. Long (Widow of T. Walter Long, by deed dated the tenth day of August 1943 and record
by Lulu L. Long (Widow of T. Walter Long, by deed dated the tenth day of August 1943 and record
ed in Liber 197 folio 77 one of the Land Records of Allegany County, Maryland.

Logether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Helen B. Assif (widow) heirs, executors, administrators or assigns, do and shall pay to the said

Frank L. Byrd and Mary E. Byrd, his wife, their executors, administrators or assigns, the aforesaid sum of Six Thousand Seven Hundred Seventy-together with the interest thereen, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her performed, then this mortgage shall be void.

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Helen B.Assif (Widow)		
may hold and possess the afor the meantime, all taxes, assessments and public liens levied on s	resaid property, upo aid property, all wh	n paying in
mortgage debt and interest thereon, the said Helen B. Assif (Wi		
hereby covenant to pay when legally demandable.		
But in case of default being made in payment of the mortga interest thereon, in whole or in part, or in any agreement, cover gage, then the entire mortgage debt intended to be hereby secured	nant or condition of d shall at once beco	this mort-
payable, and these presents are hereby declared to be made in t Frank L. Byrd and Mary E. Byrd, his wife, their	trust, and the said	
neirs, executors, administrators and assigns, or F. Broc	oke Whiting	
his, her or their duly constituted attorney or agent, are hereby any time thereafter, to sell the property hereby mortgaged or so mu and to grant and convey the same to the purchaser or purchasers the or assigns; which sale shall be made in manner following to-wit days' notice of the time, place, manner and terms of sale in some in land, Maryland, which said sale shall be at public auction for cafrom such sale to apply first to the payment of all exponses incid taxes levied, and a commission of eight per cent. to the party secondly, to the payment of all moneys owing under this mortgage	ach thereof as may be hereof, his, her or to t: By giving at le newspaper published ash, and the procee tent to such sale, inconselling or making	necessary, their heirs ast twenty in Cumber- ds arising cluding all
been then matured or not; and as to the balance, to pay it over to	the said	
Helen B. Assif (Widow) her	hoirs or as	signs, and
in case of advertisement under the above power but no sale, one		
	sentatives, heirs o	r assigns.
And the said Helen B. Assif (Widow)		
insure forthwith, and pending the existence of this mortgage, to seempany or companies acceptable to the mortgagee or their heirs	keep insured by some	enant to insurance
ssigns, the improvements on the heroby mortgaged land to the amo		
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Roger H. Norris et ux

To Filed and Recorded October 6 m 1949 at 11:15 A.M.

The Second National Bank of Cumberland

PURCHASE MONEY Made this lst day of October in the year Nineteen Hundred and Forty Nine

Roger H. Norris and Wilma G.Norris, his wife,

of Allegany County, in the State of Maryland parties of the first part, and TheSecond National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,

xxx Allegany County, in the State of Maryland Corporation with its principal place of business in Cumberland,

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the partyof the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars to be repaid with interest at the rate of 4per cent per annum on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$36.99 monthly, said monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one instalment, or One Hundred Dollars (\$100.00) whichever is less.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roger H. Norris and Wilma G. Norris, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
The Second National Bank of Cumberland, its successors

beixs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying in Election District No. 23 in Cumber-land, Allegany County, Maryland, on the westerly side of Dryer Avenue, known and designated as Lots Nos. 140 and 141 on the Plat of Welch Home Second Addition recorded in Liber 120, Folio 31, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to wit:

Beginning for the same at a peg on the westerly side of Dryer Avenue at the end of a line drawn South 52 degrees 40 minutes East 12 feet from the end of the second line of Lot No. 123 in said addition, and running then with Dryer Avenue South 52 degrees 40 minutes East 50 feet, then South 37 degrees 20 minutes West 130 feet to a 15 ft. alley, then with said alley North 52 degrees 40 minutes West 50 feet to a 12 ft. alley, and then with said alley North 37 degrees 20 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert A. Knisley et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Roger H.Norris and Wilma G.Norris, his wife, their,

heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, itssuccessors,

The Second National Bank of Changes and the aforesaid sum of Five Thousand (\$5,000.00) Dollars

**EXECUTE: EXECUTE: Thousand (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

	s, his wife,	
may hold and pthe meantime, all taxes, assessments and public 1	possess the aforesaid property,	upon paying in
	iens levied on said property, al	I which taxes,
Roger H. Norris and Wilma G. Norris,	his wife,	
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payable, and these presents are hereby declared The Second National Bank of Cumberland, ti		aid
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his, her or their duly constituted attorney or agany time thereafter, to sell the property hereby mo and to grant and convey the same to the purchaser of or assigns; which sale shall be made in manner f days' notice of the time, place, manner and terms land, Maryland, which said sale shall be at publifrom such sale to apply first to the payment of altaxes levied, and a commission of eight per cent secondly, to the payment of all moneys owing under	ortgaged or so much thereof as may or purchasers thereof, his, her collowing to-wit: By giving at of sale in some newspaper publise cauction for cash, and the production of the party selling or making	or their heirs least twenty ched in Cumber- poceeds arising including all
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Joseph Catuar	d October 7"1949 at 9:40A.M. Mortgage
Chis Mortnage, Made this_ Purchase Money in the year Nineteen Hundred and	Sixth day of October , by and between
Mansour J. Coury, wide	ower,
of Westernport, Allegany party_of the first part, and	Joseph Catuar
of Westernport, Allegany part y of the second part, WITN	County, in the State of Maryland ESSETH:

and Mailed

Whereas, The said party of the first part has this day become an endorser upon the promissory note of Joseph G. Coury and Rose T. Coury, which note is of even date herewith, payable to the order of Joseph Catuar, in the sum of fifty five hundred dollars (\$5500.00) at the rate of not less than three hundred dollars each six months after date, and with interest at 5% per annum, at The Citizens National Bank of Westernport, Maryland; And Whereas, it was under stood and agreed between the parties hereto that this mortgage should be given by the said endorser, party of the first part herein to indemnify and save harmless the said party of the second part from a failure of the makers to pay said note according to its terms, andto otherwise secure theperformance on the part of said party of the first partherein of his obligations as endorser of said note, in the matter of settlement thereof in case of default by the makers, The said note being for thepurchase price of property purchased by the said Joseph G. Coury and Rose T. Coury,

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

give, grant, bargain and sell, convey, release and confirm unto the said party of the secondpart herein his

heirs and assigns, the following property, to-wit: All that certain lot of ground in the town of Western port, Allegany County, Maryland, known and numbered on the plat of Hammond's Addition thereto as Lot Number four (No.4) and fronting 50 feet on Front Street and extending back 130 fe et along with Johnson Street and being the same property which was conveyed unto the said party of the first part herein by deed from George Ellis and Mary Ellis, dated April 7, 1921, and of record among the land records of Allegany County, Maryland, in Liber No. 136 Folio 262.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said

exacutors administrators or assigns, the aforesaid sum of fifty five hundred dollars in accordance withhis promise and under taking as endorser of said promissory note, and in every retained withhis promise and under taking as endorser of full become due and payable, and in tagathors with the continuous thereas, as and when the same shall become due and payable, and in tagathors with take of the reof in the matter of full payment to the principal and interest temperature of the meantime do and shall perform all the covenants herein on his performed, then this mortgage shall be void.

party of the first part, his heir	s and assigns
the meantime, all taxes, assessments and public	d possess the aforesaid property, upon paying in liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said	party of the first part
hereby covenant to pay when legally demandable	•
interest thereon, in whole or in part, or in an	ent of the mortgage debt aforesaid, or of the y agreement, covenant or condition of this mortbe hereby secured shall at once become due and
payable, and these presents are hereby declar-	ed to be made in trust, and the said
heirs, executors, administrators and assigns,	or Horace P. Whitworth
any time thereafter, to sell the property hereby and to grant and convey the same to the purchase or assigns; which sale shall be made in manner days' notice of the time, place, manner and term land, Maryland, which said sale shall be at pub from such sale to apply first to the payment of taxes levied, and a commission of eight per cere	agent, are hereby authorized and empowered, at mortgaged or so much thereof as may be necessary. I or purchasers thereof, his, her or their heirs following to-wit: By giving at least twenty ms of sale in some newspaper published in Cumberlic auction for cash, and the proceeds arising all expenses incident to such sale, including all at. to the party selling or making said sale; adder this mortgage, whether the same shall have
been then matured or not; and as to the balance,	
party of the first part, his in case of advertisement under the above power	heirs or assigns, and but no sale, one-half of the above commission
	is representatives, heirs or assigns.
And the said party of the first part,	his heirs and assigns
insure forthwith, and pending the existence of t	further covenant to this mortgage, to keep insured by some insurance
assigns, the improvements on the hereby mortgage	or his representatives or
Three Thousand and to cause the policy or policies issued ther	
of his or their lien or claim hereum with in possession of the mortgagee , or the mother premiums thereon with interest as part of the Witness, the hand and seal of said mortg	mortgage debt.
Attest	M J Coury (Seel)
H. P. Whit worth	(3641)
	(Seal)
	(Seal)
State of Maryland,	(Seal)
Allegany County, to wit:	
I hereby certify, That on this Sixth_	day of Catobon
in the year nineteen hundred and forty nine	acy of veloces
in the year nineteen hundred and <u>forty nine</u> a Notary Public of the State of Maryland, in and Mansour J. Coury	for said County, personally appeared
and did acknowledged the aforegoing mo	ortgage to behis voluntary act and deed; and
and same time before me also personally appear	ed Joseph Catuar
the within named mortgagee and made oath in du mortgage is true and bona fide as therein set for	e form of law, that the consideration in said
WITNESS my hand and Notarial Seal the day an (Notarial Seal)	
the state of the party of the state of the s	Jas. A. Welsh, Jr.
	Notary Public
All , com and an	District Name and all court of Grands

And it is Agreed that until default be made in the premises, the said_

Liguori J. Kelly et ux Filed and Recorded October 7" 1949 at 9:40 A.M. Citizens National Bank of Westernport, Maryland Ulin Hortgap, Made this twenty-secondday of September in the year Nipeteen Hundred and	Mortgage (Stamps \$2.7
	by and between
of Westernport, Allegany County, in the State of Maryla parties of the first part, and The Citizens National Bank of Westernp corporation organized under the National Banking Laws of The United States of	
of Westernport, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:	A Test Landson

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty five hundred dollars (\$2500.00) for money lent, and which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of thepartyof the second part at The Citizens National Bank of Westernport, Maryland, And whereas, it was understood and agreed prior to thelending of said money and the giving of said note that this mortgage should be executed,

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

the North side of Church Street in Westernport, Allegany County, Maryland, which was conveyed unto the said Liguori J. Kelly by deed of September 8, 1932 and of record among the langer records of Allegany County, Maryland, in Liber No. 168 Folio 335. To which deed recorded as aforesaid a reference is hereby made for a definite and particular description of said property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs

Provided, that if the said parties of assigns, do and shall pay to the said

	and pessess the aferesaid property	
the meantime, all taxes, assessments and publi	o liens lovied on said property,	all which taxes,
merigage debt and interest thereon, the said	parcies of the first part	
hereby covenant te pay when legally demandabl	θ.	
But in case of default being made in pay interest thereon, in whele or in part, or in a gage, then the entire mortgage debt intended t	ny agreement, covenant or conditi	on of this mant
party of the second part,		said
mirry personal content and assigns, and assigns, and as igns, and assigns, and as igns, and as igns, and as igns, and to grant and convey the same to the purchas or assigns; which sale shall be made in manner and te and, Maryland, which said sale shall be at purchas and, Maryland, which said sale shall be at purchas such sale to apply first to the payment of axes levied, and a commission of eight por one econdly, to the payment of all maneys owing the same as the same as a same as	r agent, are hereby authorized any mortgaged or so much thereof as mer or purchasers thereof, his, here following to-wit: By giving arms of sale in some newspaper publiblic auction for each, and the pall expenses incident to such sale	ay be necessary. r er their heirs at least twenty ished in Cumber- roceeds arising e, including all
een then matured or not; and as to the balance parties of the first part, their	, to pay it over to the said	
n case of advertisement under the above powe	hoirs hoirs	or assigns, and
hall be allowed and paid by the mortgagor. s. t.	heir	ove commission
	representatives, he	irs or assigns.
And the said parties of the first part		
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W4 1	To Filed and Recorded October 7"1949 at 2:45 P.M. Liam H. Emerick Chir Hartman, Made this 7th day of October in the year Nineteen Hundred and Fenture	Mortgage (Stamps \$1.1
	in the year Nineteen Hundred and Forty-nine	Marine species of a species of the s
	Earl H. Smith and Izola R. Smith, his wife,	by and between
	ef Allegany County, in the State of Maryland part ies of the first part, and WilliamH. Emerick	aller e manuscom strage littlere i Browslade i i sat operar i consideration spring at a significant a
	of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:	

Whereas, the said parties of the first part stand indebted unto the said William H. Emerick in the full and just sum of thirteen hundred thirty-seven and 88/100 (\$1,337.88) dollars, as evidenced by their joint and several promissory note of even date herewith, payable one year after date, which said sum of money with interest thereon at the rate of six per centum per annum, payable quarter-annually, the said parties of the first part agree to pay when and as the same may become due and payable.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: All of that certain lot or parcel of ground in Cook's Third Addition to Ellerlie, Allegany County, Maryland, described as follows:

LOT NO. 2: BEGINNING on the north side of Bottom Street at the end of the first line of Lot No. 1, and running thence with said Street North 76-5/6 degrees West 50 feet then North 13-1/4 degrees East120 feet to Second Alley and with it South 76-5/6 degrees East 50 feet to the end of the second line of Lot No. 1, and reversing it South 13-1/4 degrees West 120 feet to the beginning.

BEING the same property conveyed to the said Earl H. Smith and Isola R. Smith his wife by Vincent G. Umstot and others by deed dated the 14th day of December, 1946, andrecorded among the Land Records of Allegany County, Maryland, in Liber No. 212, folio 710, a reference to which said deed is hereby particularly made.

Cogether with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, their

executor , administrator or assigns, the aforesaid eum of hirteen hundred thirty-seven and 88/100 (\$1,37.88) dollare, and in together with the interest thereen, as and when the same shall become due and payable, and in the meantime do and shall perform all the ocvenants herein on their part to be performed, then this mortgage shall be void.

parties of the first part	
the meantime, all taxes, assessments and pub.	and possess the aforesaid property, upon paying lic liens levied on said property, all which taxe
mortgage debt and interest thereon, the said	
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interest thereon, in whole or in part, or in gage, then the entire mortgage debt intended	ayment of the mortgage debt aforesaid, or of the any agreement, covenant or condition of this more to be hereby secured shall at once become due an ared to be made in trust, and the said
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and to grant and convey the same to the purcha or aseigns; which eale shall be made in mand days' notice of the time, place, manner and t land, Maryland, which said sale shall be at p from such sale to apply first to the payment of taxes levied, and a commission of eight per	or agent, are hereby authorized and empowered, as or agent, are hereby authorized and empowered, as by mortgaged or so much thereof as may be necessary ager or purchasers thereof, his, her or their heir her following to-wit: By giving at least twent cerms of sale in some newspaper published in Cumber bublic auction for cash, and the proceeds arising all expenses incident to such sale, including all cent. to the party selling or making said sales under this mortgage, whether the same shall have
been then matured or not; and as to the balance	
parties of the first part, their	
in case of advertisement under the above pow	heirs or assigns, and er but no sale, one-half of the above commission
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william L. Beinhart Uhis Mortoune	Filed andRecorded October 8" 1949 at 10:25 A.M. Made this 7th day of October	Mortgage (Stamps\$.5
in the year Nineteen Hur	adred and forty-nine	A hotman
Arnold W. Ballard	and Margaret A.Ballard, his wife,	1 Detween
of Allegany part ies of the first	County in the State of warvland	continuos e e e e e e e e e e e e e e e e e e e
of Allegany part y of the secon	County, in the State of Maryland d part, WITNESSETH:	

Whereas, Arnold W. Ballard and Margaret A. Ballard, his wife, are indebted unto the said William L. Reinhart in the full and just sum of Eight Hundred Dollars (\$800.00) payable five years after date with interest thereon at the rate of five per cent (5%) per annum, payable semi-annually, and which said sum is evidenced by a promissory note of the said Arnold W. Ballard and Margaret A Ballard, his wife, payable to the order William L. Reinhart and is of even date and tenor herewith, and which said indebtedness, together with interest thereon, the said parties of the first part covenant to pay when and as the same chall become due and payable.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: FIRST: All that lot, piece or parcelof ground situate, lying and being in the Cumberland Development Company's Midgedale Addition to the City of Cumberland, in Allegany County, Maryland, the same being parts of Lots No. 22,23, 24, and 25 of Block No. 1 of The Cumberland Development Company's Midgedale Addition to the City of Cumberland, Maryland, and being more particularly described as follows, to wit: Being known and designated as Lot "0" on the Subdivision of Lots 21 to 25 inclusive, Block 1, Midgedale Addition to the City of Cumberland, a plat of said subdivision being recorded among the Land Mecords of Allegany County, Maryland.

BCGINAING for the same on Thompson Avenue, at a point North 80 degrees 10 minutes West 63 feet from the intersection of the Northerly side of Thompson Avenue, North 80 degrees 10 minutes west 36 feet, thence with the said Northerly side of Thompson Avenue, North 80 degrees 10 minutes west 36 feet, thence North 32 degrees 10 minutes Bast and parallel to said Echo Alley 108.6 feet, more or less, to a twelve foot private alley, thence with said alley, South 57 degrees 50 minutes East 33.3 feet, thence South 32 degrees 10 minutes West 94.9 feet, more or less, to the beginning.

It being the same property conveyed to the parties of the first part by Matthew J. Mullangy and Anna A. Mullaney, his wife, by deed dated May 9, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, folio 399.

SECOND: All that piece or parcel of land lying and being in Allegany County, Maryland, Now as Lot No. 117 in Fifth Addition BowlingGreen, situate along the Land Records of Allegany McMullen Boulevard a Plat of which said Addition is recorded among the Land Records of Allegany County, said lot being described as follows:

County, said lot being described as follows:

County, said lot being described as follows:

County and lot being described as follows:

County of the Southerly and running thence South 69 degrees 21 minutes the division line between Lot No. 117 and 118, and running thence South 69 degrees 2 ground situate, lying and being in the Cumberland Development Company's Midgedale Addition to

It being the same property conveyed to the parties of the first part by Don D. Dickinson and Mary Thelma Dickinson, his wife, by deed dated September 26, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 189 folio 17.

Cogether with the buildings and improvements thereon, and the righte, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywice appertaining. parties of the first part, their

Provided, that if the said____ heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his executor , administrator or assigns, the aforesaid sum of Eight Hundred Dollars (\$800.00) togother with the interest thereon, as and when the eams shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold a	nd possess the aforesaid property, up	on paying in
the meantime, all taxes, assessments and public	c liens levied on said property, all	which taxes,
mortgage debt and interest thereon, the said parties of the first part		
hereby covenant to pay when legally demandable	0.	
But in case of default being made in pays interest thereon, in whole or in part, or in an gage, then the entire mortgage debt intended to payable, and these presents are hereby declar	ny agreement, covenant or condition of be hereby secured shall at once bed	f this mort- come due and
party of the second part, his	red to be made in trust, and the said	
heirs, executors, administrators and assigns,	or Matthew J. Mullaney his	
any time thereafter, to sell the property hereby and to grant and convey the same to the purchase or assigns; which sale shall be made in manner days' notice of the time, place, manner and terland, Maryland, which said sale shall be at put from such sale to apply first to the payment of taxes levied, and a commission of eight per casecondly, to the payment of all moneys owing the same time.	r agent, are hereby authorized and em y mortgaged or so much thereof as may be er or purchasers thereof, his, her or r following to-wit: By giving at 1 rms of sale in some newspaper published blic auction for cash, and the proce all expenses incident to such sale, in ent. to the party selling or making under this mortgage, whether the same	e necessary. their heirs east twenty d in Cumber- eds arising cluding all
been then matured or not; and as to the balance,		
parties of the first part, their	heirs or a	ssigns, and
in case of advertisement under the above power shall be allowed and paid by the mortgagor s, t	heir monagement of the above	commission
		or assigns.
And the said parties of the first part		
nsure forthwith, and pending the existence of ompany or companies acceptable to the mortgage	this mortgage, to keep insured by som	venant to e insurance
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of one dollar in hand paid, at the maturity thereof, part
unto the said
arcel of ground andpremiess scribed as Lot No.78 as shown Kelly-Springfield Tire Companys of allegany County, Mary-llows, to wit: hart Drive at the beginning erland, said point of beginalong the Northerly side of midgedale Avenue and runnsl2 minutes East 40 feet; utes West 83.15 feet to the f said alley, South 29 degrees 48 minutes West from e, South 55 degrees 48 min-

Cogether with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining,

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

william L.Reinhart, his

executor , administrator or assigns, the aforesaid sum of Thirt, one hundred and fiftydollars (\$3,150.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

parties of the first part	
mair hold and n	agging the of angold mac
the meantime, all taxes, assessments and public li	ossess the aforesaid property, upon paying in ens levied on said property, all which taxes
ortgage debt and interest thereon, the said	, , , , , , , , , , , , , , , , , , ,
parties of the first part	
ereby covenant to pay when legally demandable.	
But in case of default being made in payment interest thereon, in whole or in part, or in any agage, then the entire mortgage debt intended to be	greement, covenant or condition of this mort-
party of the second part, his	to be made in trust, and the said
eirs, executors, administrators and assigns, orm	
nis, next that we duly constituted attorney or against time thereafter, to sell the property hereby more and to grant and convey the same to the purchaser of assigns; which sale shall be made in manner for assigns; which sale shall be made in manner for any of the time, place, manner and terms cand, Maryland, which said sale shall be at public from such sale to apply first to the payment of all axes levied, and a commission of eight per cent.	ent, are hereby authorized and empowered, at rtgaged or so much thereof as may be necessary. It purchasers thereof, his, her or their heirs allowing to-wit: By giving at least twenty of sale in some newspaper published in Cumberauction for cash, and the proceeds arising expenses incident to such sale, including all to the party salling or making said sale.
een then matured or not; and as to the balance, to	pay it over to the said
parties of the first part, their	heirs on assigns and
n case of advertisement under the above power bu	t no sale, one-half of the above commission
hall be allowed and paid by the mortgagor s, thei	r representatives, heirs or assigns.
And the said parties of the first part	
	further covenant to
nsure forthwith, and pending the existence of this ompany or companies acceptable to the mortgagee or	s mortgage, to keep insured by some insurance his
ssigns, the improvements on the hereby mortgaged	land to the amount of at least
Thirty one hundred and fifty dollars () and to cause the policy or policies issued therefore	\$3,150.00) Downers,
his their lien or claim hereunder	
witness, the hands and seal s of said mortgage	or s.
witness, the hands and seal s of said mortgage witest	gagee may effect said insurance and collect rtgage debt.
witness, the hands and seal sof said mortgage	gagee may effect said insurance and collect rtgage debt. or s. Albert Luther Fletcher (Seal) Jane D.Fletcher
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State of Maryland, Allegany County, to mit: Thereby certify, That on this 4th the year nineteen hundred and forty-nine	gagee may effect said insurance and collect ortgage debt. or s. Albert Luther Fletcher (Seal) Jane D.Fletcher (Seal) (Seal) (Seal) day of October
State of Maryland, Allegany County, to wit: Thereby rertify, That on this 4th the year nineteen hundred and forty-nine Notary Public of the State of Maryland, in and for	day of, before me, the subscriber
State of Maryland, Allegany County, to mit: Thereby rertify, That on this 4th the year nineteen hundred and forty-nine Notary Public of the State of Maryland, in and for Albert Luther Fletcher and Jane D. Flet	day of
State of Maryland, Allegany County, to mit: The year nineteen hundred and forty-nine Notary Public of the State of Maryland, in and for Albert Luther Fletcher and Jane D. Flet the year acknowledged the aforegoing mort	day of
State of Maryland, Allegany County, to mit: The year nineteen hundred and forty-nine Notary Public of the State of Maryland, in and for Albert Luther Fletcher and Jane D. Flet d they acknowledged the aforegoing mort	day of
State of Maryland, Allegany County, to mit: The year nineteen hundred and forty-nine Notary Public of the State of Maryland, in and for Albert Luther Fletcher and Jane D. Flet the same time before me also personally appeared william L. Reinhart,	day of

##ilatitaiaannantahhhanhatata

Floyd E. Shepherd et ux To The Second National Bank of Cumber land, Maryland The Second National Bank of Cumber land, Maryland The Huringe, Made this 7th day of October in the year Nineteen Hundred and Forty Man.	Mortgage (Stamps \$ 2.20)
Floyd E.Shepherd and Frances E.Shepherd, his wife,	, by and between
part ies of the first part, and The Second National Bank of Cubanking corporation duly incorporated under the laws of the United State	
of Allegany County, in the State of Maryl part y of the second part, WITNESSETH:	and

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-Six Hundred and Fifty Dollars (\$2650.00) for money this day loaned the parties of the first part by the party of the second part as part of the purchase price of the hereinafter described property, and which said principal sum of Twenty-Six Hundred and Fifty Dollars (\$2650.00) together with interest at the rate of Five Per Centum (5%) Per Annum, the parties of the first part agree to repay within ten (10) years in payments of not less than Thirty Dollars (\$30.00) per month, said payments to apply first to interest and the balance to principal. The first of said monthly payments to be due one (1) month from the date hereof and to continue monthly until the full amount of the principal and interest is paid.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

medical assigns, the following property, to-wit: All those lots or parcels of ground situated in Election District No. 7 in Allegany County, Maryland, and known as Lots Nos. 26, 27 and 28 on the plat of the Skiptondale Addition as surveyed by Leander Schaidt for Carl Schmutz on April 12, 1929, and more particularly described as one parcel as follows:

BEGINNING for the same on the Southerly side of McMullen Highway, South 26 degrees 25 minutes West 500 feet from the intersection of the Southerly side of said McMullen Highway and the Westerly side of Skipton Lane, and running thence with the division line between Lots Nos. 25 and 26, South 43 degrees 35 minutes East 200 feet to the North side of a 15 foot alley, thence with the Northerly side of said alley, South 46 degrees 25 minutes West 150 feet to a point on the division line between Lots Nos. 28 and 29, thence with said division line North 43 degrees 35 minutes West 200 feet to the Southerly side of McMullen Highway, thence with the Southerly side of said McMullen Highway North 26 degrees 25 minutes East 150 feet to the place of begin-

IT BEING the same property which was conveyed unto the parties of the first part by two deeds from Carl F.Schmutz and Esther C. Schmutz, his wife, the first dated october 30,1939, and recorded among the Land Records of Allegany County, Maryland, in Liber 193, folio 231, and the second by deed of even date here with and recorded among the Land Records of Allegany County, Maryland, immediately preceding the recording of this mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executers, administrators or assigns, do and shall pay to the said

parties of the first par		
The state of the s		
the meantime, all taxes, assessments and public	nd possess the aforesaid property, to liens levied on said property, all	which taxes.
mortgage debt and interest thereon, the said		Continue of the continue of th
hereby covenant to pay when legally demandable		
But in case of default being made in pays interest thereon, in whole or in part, or in an gage, then the entire mortgage debt intended to	by agreement, covenant or condition be hereby secured shall at once b	of this mort- ecome due and
payable, and these presents are hereby, declar party of the second part, its s		1d
wire expensioner minimization to the assigns.	or James Alfred A virett	STPHEOD
his, her or their duly constituted attorney or any time thereafter, to sell the property hereby and to grant and convey the same to the purchase or assigns; which sale shall be made in manner days' notice of the time, place, manner and ter land, Maryland, which said sale shall be at pub from such sale to apply first to the payment of taxes levied, and a commission of eight per ce secondly, to the payment of all moneys owing u	mortgaged or so much thereof as may be or purchasers thereof, his, her of following to-wit: By giving at ms of sale in some newspaper publish plic auction for cash, and the pro- all expenses incident to such sale, but, to the party selling or making	be necessary, or their heirs least twenty ned in Cumber- needs arising including all
een then matured or not; and as to the balance,		
part, their		
in case of advertisement under the above power	but no sale, one-half of the above	assigns, and
shall be allowed and paid by the mortgagor s,t		
		or assigns.
And the said parties of the first par	L.	
nsure forthwith, and pending the existence of company or companies acceptable to the mortgage	this mortgage, to keep insured by s	covenant to ome insurance
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ssigns, the improvements on the hereby mortga		
Twenty-Six Hundred and Fifty (\$2650.)		
and to cause the policy or policies issued the ires, to inure to the benefit of the mortgage	refor to be so framed or endorsed.	Dollars,
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Thursa Gertrude Marshall et To Ory J. Curry et ux Olitis/ Martaure	Filed and Recorded Votober 11 mana at 0.30 4 W Nortgage
Uhits/ Mortgage, Made in the year Nineteen Hundred	and Forty-Nine
Thurza Gertrude arshall, v	inmarried, and Franklin Lee Spear, divorced
of Allegany parties of the first par	County, in the State of Maryland t, and Ory J. Curry and Mary E. Curry his wife,
of <u>Allegany</u> part <u>ies</u> of the second par	County, in the State ofMaryland rt, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part as is evidenced by their joint and several promissory note of even date, made payable within ten years after date to the order of the parties of the second part in the sum of \$6500.00 together with interest thereon at the rate of five per cent (5%) per armum, interest being calculated and payable semi-annually as it accrues; which note requires the payment of the minimum sum of \$250.00 or more on account of the principal debt at the end of each six months' period hereafter in addition to interest as aforesaid until the entire indebtedness of \$6500.00 is paid in full with interest within the time as above limited.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thurza Gertrude Marshall and Franklin Lee Spear,

give, grant, bargain and sell, convey, release and confirm unto the said Ory J.Curry and Mary E.Curry, his wife, their

heirs and assigns, the following property, to-wit: All that piece or parcel of ground situated on the South side of Rose Hill Avenue, in the City of Cumberland, allegany County, Maryland, being parts of Lots Nos. 43 and 44 of Block No. 7, in the Rose Hill addition to Cumberland, which said lot or parcel of ground is more particularly described as follows:

Bogin NING for the ame on the South side of Mose Mill Avenue at the end of 20 feet on the first line of said Lot No. 44 and running thence with the South side of Mose Hill Avenue, North 82 degrees 35 minutes West 32.5 feet; then South 7 degrees 25 minutes West 100 feet to an alley 12 feet wide; then with said alley, South 82 degrees 35 minutes East 32.5 feet; then North 7 degrees 25 minutes East 100 feet to the place of beginning. The property hereby conveyed being 12.5 front feet of the Eastern half of Lot No. 43 and 20 front feet of Lot No. 44 adjoining Lot No. 43, all running back 100 feet.

Lot No. 43, all running back 100 feet.

This being the same property which was conveyed by Ory J. Curry and Mary E. Curry, his wife, unto the said Thurza Gertrude Marshall and Franklin Lee Spear, by deed of even date and recorded simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a dwelling house known as 506 Rose Hill A venue, Cumberland, Maryland.

Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Thurza Gertrude Marshall and Franklin Lee Spear, their heirs, executors, administrators or assigns, do and shall pay to the said

Ory J. Curry and Mary E. Curry his wife, their

executors, administrators or assigns, the aforesaid sum of Sixty-Five Hundred Dollars

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Thurza Gertrude Marshall and Franklin Lee Spear		
	and possess the aforesaid property, upon paying in	
the meantime, all taxes, assessments and publi	ic liens levied on said property, all which taxes	
mortgage debt and interest thereon, the said_	Thurza Gertrude Marshall and Franklin Lee	
hereby covenant to pay when legally demandable	e.	
interest thereon, in whole or in part, or in a gage, then the entire mortgage debt intended t	ment of the mortgage debt aforesaid, or of the my agreement, covenant or condition of this mort- o be hereby secured shall at once become due and red to be made in trust, and the said	
any time thereafter, to sell the property herek and to grant and convey the same to the purchas or assigns; which sale shall be made in manne days' notice of the time, place, manner and te land, Maryland, which said sale shall be at pu from such sale to apply first to the payment of taxes levied, and a commission of eight per c	or agent, are hereby authorized and empowered, at or mortgaged or so much thereof as may be necessary, are ror purchasers thereof, his, her or their heir following to-wit: By giving at least twenty or sale in some nowspaper published in Cumberablic auction for cash, and the proceeds arising all expenses incident to such sale, including all ent. to the party selling or making said sale under this mortgage, whether the same shall have	
been then matured or not; and as to the balance	, to pay it over to the said	
Thurza Gertrude Marshall and Franklin Lee in case of advertisement under the above powe	Spear, their heirs or assigns, and r but no sale, one-half of the above commission	
	their representatives, heirs or assigns.	
And the said Thurza Gertrude Marshal	l and Franklin Lee Spear	
incurse fourthwith and manding the aristones of	further covenant to	
company or companies acceptable to the mortgag	this mortgage, to keep insured by some insurance	
	aged land to the amount of at least	
Sixty-Five Hundred	Dollare	
Sixty-Five Hundred and to cause the policy or policies issued th	erefor to be so framed or endorsed, as in case of	
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The Second National Bank of Cumberland Unit Haringe, Made this 5th day of October in the year Nineteen Hundred and Forty Nine	Mortgage (Stamps\$5.50)
in the year Nineteen Hundred and Forty Nine F. Helene Goodfellow (widow) of Allegany	, by and between
partyof the first part, and The Second National Bank of Cumberland, corporation with its principal place of business in Cumberland,	a national bankir
part y of the second part, WITNESSETH:	ind

Whereas, the party of the first part is indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars to be repaid with interest at the rate of 5% per annum, computed monthly on unpaid balances, said principal and interest to be amortized by the payment of at least Sixty (\$60.00) Dollars monthly, the first monthly payment being due and payable one month from the date of these presents andeach and every month thereafter until the whole principal together with the interest accruing thereon is paidin full, said monthly-payment to be applied first to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said F. Helene Goodfellow

does give, grant, bargain and sell, convey, release and confirm unto the said TheSecond National Bank of Cumberland, its successors

whether and assigns, the following property, to-wit: All those lots, pieces or parcels of ground lying and being on the southerly side of the National Highway, LaVale, Allegany County, Maryland, known and designated as Lot No. 25 and part of Lot No. 26 in the National Highway Addition, a plat of which said addition is recorded in Liber 1 Folio 41, of the Plat Books of Allegany County, Maryland, which said parcels are more particularly described as follows, towit: Beginning for the same on the southerly side of the National Highway as widened to 110 feet

at the end of the first line of Lot No. 24 in said addition, and running then with said highway North 42 degrees 20 minutes East 150 feet, then South 47 degrees 40 minutes East 185 feet to the third line of a deed from F. Helene Goodfellow et al to wilbur R. Mock et ux dated August 10, 1948, which is recorded in Liber 221 Folio 609, one of the Land Records of allegany County, Maryland, then with part of said third line reversed South 42 degrees 20 minutes West 33 feet, then with the second line of said Mock deed reversed South 47 degrees 40 minutes East 90 feet to the northerly side of Braddock Street, then with said street, South 42 degrees 20 minutes West 117 feet to the end of the second line of Lot No. 24 in said addition, and then with said line reversed North 47 degrees 40 minutes West 275 feet to the place of beginning.

Being the same property conveyed to D. P. Miller by the Allegany County Improvement Company by deed dated June 2, 1917, which is recorded in Liber 124, Folio 182, one of the Land necords of Allegany County Maryland, and being one of the properties which was devised unto the party of the first part by the Willof D. P. Miller which is recorded in Liber R, Folio 472, one of the Wills Records of Allegany County, Maryland.

Subject however to the lease from D.Clifford Goodfellow, Attorney, to the Cumberland & Allegany Gas Company dated May 16, 1947, which is recorded in Liber 215 Folio 555, one of the Land Records of Allegany County, Maryland, on a 20 ft. square parcel of land located at the southwestly corner of said Lot No. 25 which is used for a regulator station.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said F. Helene Goodfellow, her

heirs, executors, administrators or assigns, do and shall pay to the said

heirs, executors, administrators or assigns, do and shall pay to the said

(No

And it is Agreed that until default be made in the premises, the said	
F. Helene Goodfellow	
may hold and possess the aforesaid property, up the meantime, all taxes, assessments and public liens levied on said property, all was a second property.	on paying in which taxes,
mortgage debt and interest thereon, the said	
F. Helene Goodfellow	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid interest thereon, in whole or in part, or in any agreement, covenant or condition or gage, then the entire mortgage debt intended to be hereby secured shall at once became the secured shall be secured shall at once became the secured shall be secure	f this mort- come due and
payable, and these presents are hereby declared to be made in trust, and the said The Second National Bank of Cumberland, its successors,	
Matrix executors and assigns, or Harry I. Stegmaier	
his, her or their duly constituted attorney or agent, are hereby authorized and emany time thereafter, to sell the property hereby mortgaged or so much thereof as may be and to grant and convey the same to the purchaser or purchasers thereof, his, her or or assigns; which sale shall be made in manner following to-wit: By giving at 1 days' notice of the time, place, manner and terms of sale in some newspaper publishe land, Maryland, which said sale shall be at public auction for cash, and the proce from such sale to apply first to the payment of all expenses incident to such sale, in taxes levied, and a commission of eight per cent. to the party selling or making secondly, to the payment of all moneys owing under this mortgage, whether the same	enecessary. their heirs east twenty d in Cumber- eds arising ncluding all said sale:
been then matured or not; and as to the balance, to pay it over to the said	
F. melene Goodfellow her heirs or a	ssigns, and
in case of advertisement under the above power but no sale, one-half of the above	
shall be allowed and paid by the mortgagor her representatives, heirs	or assigns.
And the said F. Helene Goodfellow	
further co insure forthwith, and pending the existence of this mortgage, to keep insured by some company or companies acceptable to the mortgagee or <u>its</u>	venant to e insurance
assigns, the improvements on the hereby mortgaged land to the amount of at least	Dollars,
fires, to inure to the benefit of the mortgagee its successors have or assigns, to its or their lien or claim hereunder, and to place such policy or policy ith in possession of the mortgagee, or the mortgagee may effect said insurance the premiums thereon with interest as part of the mortgage debt. Winess, the hand and seal of said mortgagor	cies forth-
J. H. Mosner	(Seal)
J. H. MOSHET	(Seal)
Additional to the control of the con	(Seal)
State of Maryland,	(Seal)
AMERICAN AND AND AND AND AND AND ADDRESS OF THE AND ADDRESS OF THE	
Allegany County, to wit:	
I hereby certify, That on this 5th day of October	
Notary Public of the State of Maryland, in and for said County, personally appear F.Helene Goodfellow(widow)	subscriber ed
All the state of t	
nd she acknowledged the aforegoing mortgage to be her act and t the same time before me also personally appeared Joseph M. Naughton President	deed; and
t the same time before me also personally appeared Joseph M. Naughton, President National Bank of Cumberland he within named mortgagee and made oath in due form of law, that the consideration or transfer is true and hope fide or therein and the form of law, that the consideration of the same time and hope fide or therein and the form of law, that the consideration is true and hope fide or the same time form of law, that the consideration is true and hope fide or the same time form of law, that the consideration is true and hope fide or the same time time time time time time time ti	
ortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	
	Public

Brooke C. Atkinson

Chattel Mortgage

Filed and Recorded October 5, 1949 at 8;30 A.M.

To Personal Finance Company

Loan No. 525, Final Due Date October 4, 1950

Mortgagee: Personal Finance Company of Cumberk nd Room 200, Liberty Trust to. Building, Cumberland, Ed. Date of Mortgage October 4, 1949 Actual amount of Loan \$179.17

Brooke C. Atkinson 508 Baltimore Ave.

Cumberland, Md.

KNOW ALL MEN BY THESE FRESENTS, that said mortgagor, as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Nortgagee as described above which loan is repayable in 11 successive monthly instalments of \$18.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which imstalments is pyable on the 4th day of November 1949, together with a final instalment, covering any unraid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said mortgagee, its successors and assigns, the personal property described below in schedule marked"A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the rayment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof and without notice or demand, render the entire unpaid balance of the principal thereof and accrued interest thereon at one due and payable. The amount of loan shown in the caption is the actual amount of money lent and raid to the mortgagor:-

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said mort agee and authorizes said mortgagee to pay for mortgagor's account the following items:

Present Balance \$179.17 Cash Balance \$179.17

TO HAVE AND TO HOLD' all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

FROVIDED, NEVERTHELLESS, that if mortgagor shall well and truly pay the said loan unto the said mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTCAGE IS SUBJECT TO THE TERMS AND CONDIT ONS FRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A FART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of mortgagee.

IN TESTIMONY WHEREOF, witness the hands and seals of said mortgagors? Brooke C. .Atkinson (Seal)

Witness: Edith M. - wigg

Witness: C.L. Coughenour

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeard

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to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of mortgagee, its successor and assigns, to mortgager; after such possession under the terms hereof, mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause themortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated. Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the "ity or County in which mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified, to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is a greed that loss, injury to or destruction of said property shall not releasethe mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hands and seals of said mortgagors.

Witness: E.F. Hoban

Delphia M. Crider (Seal)

Witness: B.E.Bittner William A. Crider (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY . TO WIT:

l HEREBY CERTIFY that on this 5 day of October, 1949, before me, the subscriber a Notary Fublic of the State of Maryland, in and for the County aforesaid, personally appeared Crider, Delphia M. & William A. (her husband) the mortgagors named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared E.F. Hoban, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage

is true and bona fide, as therein set forth, and he further made on the that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson Notary 'ublic

ddddddddddddddddddddddd

Jay John Pile et ux et al

Mortgage

To Filed and Recorded Uctober 6" 1949 at 2:30 P.M.

The Second National Bank of Cumberland

(Stamps \$6.60)

THIS MORTGAGE, Made this 6th day of October, in the year Nineteen Hundred and FortyNine by and between Jay John Pile and Winifred Pile, his wife, and Ray Donald Pile and Mary H.
Pile, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The
Second National Bank of Cumberland, a national banking corporation incorporated under the
laws of the United States of America, and having itsprincipal office in the City of Cumberland,
Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the party of the second part in the full sum of Six Thousand Dollars (\$6,000.00) payable ten years after date together with interest thereon at the rate of five per cent (5%) per annum, to be computed and payable monthly; all of which indebtedness together with interest as aforesaid, the parties of the first part covenant and agree to pay in monthly installments of not less than Sixty-five Dollars (\$65.00) each, including interest, beginning one month after the date hereof, and monthly thereafter until the same shall have been fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland, (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollarin hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of land situated in or near Cresaptown, Allegany County, Maryland, the same being part of the tract or parcelof land partly inherited by the said Ellen T. McKenzie and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated and the remaining interests in which were conveyed to her by John Thompson and the late of the remaining interests in the remaining interests in which were conveyed to her by John Thompson and the late of the l

BEGINNING for the same at a stake whichlies South 71 degrees 20 minutes 40 seconds East four hundred fifteen and nineteen hundredths feet (415.19 ft.) from concrete monument at the northwest corner of the whole tract; thence South 47 degrees 05 minutes 50 seconds West one hundred seventy-five feet (175 ft.) to a stake; thence South 42 degrees 51 minutes 30 seconds hundred seventy-five feet (175 ft.) to a stake; thence South 42 degrees 51 minutes 30 seconds hundred sixteen and three-tenths feet (816.30 ft.) to a stake in the northwest side East eight hundred sixteen and three-tenths feet (816.30 ft.) to a stake in the northwest side of the right-of-way of the McMullen Highway; thence with the said right-of-way bound North 52 of the right-of-way of the McMullen Highway; thence with the said right-of-way bound North 52 degrees 01 minute 20 seconds East thirty-five and fifty-eight hundredths feet (35.58) to a stake;

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thence North 47 degrees 05 minutes 50 seconds East one hundred eighty-nine and twenty-six hundredths feet (189.26 ft.) to a stake; thence North 44 degrees 00 minutes 30 seconds East seventy-five and sixteen hundredths feet (75.16 ft.) to a stake; thence leaving the said right-of-way bound North 51 degrees 44 minutes 20 seconds West eight hundred fifteen and thirteen hundredths feet (815.13 ft.) to the beginning.

IT being the same property which was conveyed by Ellen T. McKenzie, widow, to Jay John Pile and Ray Donald Pile by deed dated May 6, 1949, and duly recorded among the Land Records of Allegany County, Maryland, in Deeds Liber 225, folio 86.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the secondpart, its successors or assigns, the aforesaid sum of Six Thousand Dollars (\$6,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers, thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the poles to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect thepremiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors

11114	7 11 14		
Witness:	J. H. Mosner	Jay John Pile	(Seal)
	J. H. Mosner		(Deal)
		Winifred R. Pile	(Seal)
	J. H. Mosner	0.00	
		Ray D. Pile	(Seal)
	J. H. Mosner	Mary H. Pile	10-011
STATE OF	MA DVI AMD	raly n. rile	(Seal)
SIAIL OF	MARILAND,		

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jay John Pile and Winifred Pile, his wife, and May Donald Pile and MaryH. Pile his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Joseph M. Naughton further made oath thathe is the President of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid. (Notarial Seal) Maxine Wilmot, Notary Public.

Chattel Mortgage

Lloyd S. McNeil

Filed and Recorded October 7" 1949 at 8:30A.M.

The First National Bank Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 6" day of October, 1949 by and between Lloyd S. McNeil 718 Shawnee Ave., Cumberland, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and TheFirst National BankofCumberland, anational banking corporation duly incorporated under the laws of the United States of America, party of the second part, WITNESSETH: hereinafter called the Mortgagee,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Thirteen Hundred & Eighty-six & 60/100 Dollars (\$1386.60) which is payable with interest at the rate of 5% per annum in 20 monthly installmentsof Sixty-nine & 33/100 dollars (\$69.33) payable on the 6th dayof each and every calendar month, said installments including principal

and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County,

1949 Chevrolet - 5 passenger Coupe Motor # GAM 354464 Serial # 14 GK-I 84406

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell

dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his. her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to thepayment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision etc., andpending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$---) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim the reof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of theparty of the first part.

Attest as to all: H.C. Landis STATE OF MARYLAND.

Lloyd S. McNeil (Seal)

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 6" day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Lloyd S.McNeil the within named Mortgagor, and acknowledged the aforegoing chattel mortgage to be his act and deed, and at the same time before me also appeared H.C. Landis Cashr of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing chattel mortgage, is true and bona fide as therein set forth; and the said H.C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and NotarialSeal.

NotarialSeal)

My Commission Expires May 7, 1951.

A. A. Helmick, NotaryPublic.

John ArthurRetallick et ux

Mortgage

Filed and Recorded October 7" 1949 atl1:30 A.M. The Liberty Trust Company, Cumberland, Maryland

THIS MORTGAGE, Made this 6th day of October, in the year nineteen hundred and forty-nine by and between John Arthur Retallick and Edith G. Retallick, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine aswell as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

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Whereas, the said JohnArthur Retallick and Edith G. Retallick, his wife, stand indebted unto the saidThe Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, to gether with the interest thereon, the said John Arthur Retallick and Edith G. Retallick, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of real estate known as Lot No. 7 in Couglin's Addition to Midland. Allegany County, Maryland, and contained within the following courses and distances, to wit:

Beginning at the Northeast corner of Lot No. 6 and running South 38 degrees 15 minutes East 62 feet, South 33 degrees East 76 feet, South 5 degrees 45 minutes East 92.5 feet South 15 degrees 45 minutes West 196 feet North 65 degreesWest 324 feet, North 15 degrees 15 minutes West 69.2 feet, North 55 degrees 15 minutes East 320 feet to the beginning, containing about two acres.

It being the same property which was conveyed unto the said Mortgagors by John Retallic et ux, by deed dated December 28, 1936, and recorded in Liber 176, folio 500, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the saidmortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shallperform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall bedeemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, a ssessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed

that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inureto the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortg agee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as partof the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the severalheirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand andseal of said mortgagor.

ATTEST: James Park

John Arthur Retallick (Seal) Edith G. Retallick

(Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TOWIT:

I HEREBY CERTIFY that on this 6th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared John Arthur Retallick and Edith G. Retallick, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fideas therein set forth; and the saidCharles A. Piper did further in like manner make outh that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(NotarialSeal)

James Park, dotary Public.

HHH att Hati att att that the att and and and

Wilson L. Bradley et ux

To Filedand Recorded October 7" 1949 at 11:30 A M. The Liberty Trust Company, Cumberland, Maryland

(Stamps \$ 2,20)

THIS MORTGAGE, Made this 30th day of September in the year nineteen hundred and fortynine, by and between Wilson L. Bradley and Eva M. Bradley, his wife, of allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under thelaws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the secondpart, hereinafter sometimes calledmortgagee, Wimesseth:

Whereas, the said Wilson L. Bradley and Eva M. Bradley, his wife, standindebued unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty TrustCompany, oneyear after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at theoffice of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata, quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Wilson L. Bradley and Eva M. Bradley his wife, does hereby bargain and sell, give, grant, convey, transfer assign release and confirmunto the saidThe Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground, being in the Town of Lonaconing, in Allegany County, Maryland, and particularly described as follows:

That certain lot orparcelof land situated on Douglas Avenue in Lonaconing, Maryland described in a deed from Isaac Bradburn and wife to Elizabeth L.Love dated July 5, 1904, and recorded in Liber No. 95 folio 317 of the Land Records of Allegany County, Maryland, and particularly described as beginning at a stone marked S plus B, planted on the northerly side of Douglas Avenue, it being the endof a line of division made between Isaac Bradburn andothers and Sgrah Sloan and others, by deed dated August 10, 1891, and recorded among the Land Records of Allegany County, in Liber T. L. No. 71, folio 1, and running thence with Douglas Avenue, North 38-1/4 degrees West 54-6/10 feet to a stake; theme North 50-3/4 degrees East 249 feet to the first line of a lot conveyed by the Georges Creek Coal and Iron Company to John Bradburn by deed dated April 7, 1891, and recorded among said LandRecords in Liber T. L. No. 70, folio 96; and with said first line reversed, South 39-1/4 degrees East 42 feet to a stake standing on the northerly side of Koontz Run, South 70-1/2 degrees West 21 feet from a letter "T" cut on a gum tree, said point being the end of the second line of a lot conveyed by the said Georges Creek Coal and Iron Company to Sarah Sloan et al, by deed dated December 21, 1889, and recorded among said Land Records inLiber T. L. No. 67, folio 494, it being also the beginning of the line of division aforesaid, thence with said division line, South 48-1/4 degrees West 120-1/4 feet to a stone, thence South 47-1/4 degrees West 130-3/4 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Horace P. Whitworth and Morgan C. Harris, Trustees, by deed dated November 23, 1943, and recorded in Liber 198 folio 103, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways. waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described pro perty unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs executors, administrators or assigns. does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform allthe covenants herein on his part to be performed, then this mortgage shall be wid.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and nolonger, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgagedebt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents andprofits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of themortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and thesaid The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale orupon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and allpremiums of insurance paid by the mortgagee, and a commission of eight per cent. to theparty selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns theimprovements on the hereby mortgaged land, to the amount of at least Two Thousand Dollars, (\$2,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim

hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect thepremiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal ofsaid mortgagor. ATTEST: James Park

Wilson L. Bradley (Seal) Eva M. Bradley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of September in the year nineteen hundred and forty-nine, before me, the subscriber, a NotaryPublic of the State of Maryland, in and for the county aforesaid, personally appeared Wilson L. Bradley and Eva M. Bradley, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, beforeme, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form oflaw, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President and agent or attorney forsail corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year abov; written.

(NotarialSeal)

James Park, Notary Public.

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Alfred A. Davis

Filed and Recorded October 7" 199 at 11:30A.M.

Mortgage

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.10)

THIS MORIGAGE, Made this 5th day of Octoberin the year ninsteen hundred and forty-nine by and between Alfred A. Davis, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, The Liberty Trust Company, a corporation duly incorporated under thelaws of Maryland, andhaving its principal office in the City of Cumberland, Allegany County, Maryland of the second part hereinafter sometimes called mort gagee.

Witnesseth:

Whereas, the said Alfred A. Davis, unmarried, stand indebted unto the said The Liberty TrustCompany in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, andin order to secure the prompt payment of the said indebtedness at the maturity the recf, together with the interest thereon, the said Alfred A. Davis, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcelof landsituate and lying in the Townof Midland, in Allegany County, Maryland, which was conveyed to Henry Thomas and Caroline Thomas, his wife, by John M. Eagan, by deed dated November 29, 1902, and recorded among the Land Mecords of Allegany County, in

Liber No. 92 folio 138, described as follows, to wit:

Beginning at a post 355 feet from the intersection of Union Street and the Cumberland and Pennsylvania Railroad limit on the East side of said Railroad, and running thence North 62 degrees East 59 feet to the corner of the lot sold to P. J. Cavanaugh by John M. Eagan and Ann Jane Eagan, his wife, and thence along and parallel with said lot 114 feet thence to parallel the first line reversed 59 feet, thence in a straight line to the beginning. A plat of which is recorded among the Land Records of Allegany County in Liber No. 99, folio

It being the same property which was conveyed unto the said Mortgagor by Thomas Lloyd et ux by deed dated November 9, 1931, and recorded in Liber 168, folio 588, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, / waters privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto thesaid mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor his heirs executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Dollars, together with theinterest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on hi s part to be performed, then this mortgage shall be void.

IT IS AGREED thatit shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the saidmortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of themortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days notice of time, place, manner and terms of sale, in somenewspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale and in case said property is advertised , under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keepinsured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interestas part of the mortgage debt.

And it is agreed that the powers, stipulations and covemants aforesaid are to extend to and bind the severalheirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of saidmortgagor.

ATTEST: James Park

Alfred A. Davis (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 5th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county afbresaid, personally appeared Alfred A. Davis, unmarried, and he acknowledged the foregoing mortgage to be his act anddeed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true anibona fide as therein set forth; and the saidCharles A. Piper did further in like manner make oath that he is the President, and agent or attorney formaid corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal theday and year above written.

Mortgage Release received The Library Trust Company of Ownborland Waryland (NotarialSeal) hereby released the within and aforegoing mortgage. Wilness the segnature of said The Riberty Trust Company of Gamberland, Maryland, by These Q. Typer, its trysident, and its responsite seel, July attracted by its assistant Secretary, this 23rd, day of John, 1950 The Liberty Trust Company of Cumberland, Marylan assistant Secretary. (Corporate Seal) ********************

LaVale Volunteer Fire Department, Incorporated

Mortgage

Filed andRecordedUctober 7" 1949 at 12:15 P.M.

The First National Bank of Cumberland THIS MORTGAGE, Made this 6th day of October, 1949, by and between LaVale Volunteer Fire Department, Incorporated, a corporation, duly organized under the laws of the State of Maryland party of the first part, and The First National Bank of Cumberland, a national bank, duly created and organized under the banking laws of the United States, party of the secondpart WITN SSSETH:

WHERE AS it is necessary for the corporate objects and purposes of the first party that it shall borrow the sum of Afteen thousand (\$15,000.00) dollars from the secondparty and the second party is about to loan the said sum to the first party upon the terms and conditions hereinafter set forth for a period ofone year at four (4%) per cent interest per annum from date, payable quarterly and in order to secure theprompt payment of the said indebtedness as and when the same shall become due and payable, these presents are now executed;

WHEREAS, at a meeting of the Trustees of the first party, duly called and held on the 13th

day of September, 1949, the said Trustees passed the following resolution: "WHEREAS, LaVale Fire Department, Inc., is engaged in erecting an addition to the present fire hall and has insufficient funus to complete the same; and

"WHEREAS, The First National Bank of Cumberland, a national banking corporation with its principal office located in Cumberland, Maryland, has offered to advance the sum of Fifteen Thousand Dollars (\$15,000.00) to the corporation to provide funds for the completion of the erection of said addition and for itsother corporate purposes, provided that the said loan be secured by a mortgage on the property of the corporation; and

"WHEREAS, the Trustees of the corporation believe that the said loan secured by mortgage as aforesaid would be to the best interest and advantage of the corporation.

"NOW, THEREFORE, BE IT RESOLVED: That the corporation borrow the sum of Fifteen Thousand Dollars (\$15,000.00) from TheFirst National Bank of Cumberland, Maryland, said loan to bear interest at the rate of four percent (4%) per annum, payable Quarterly, the same to be secured, by a first mortgage on the property of the corporation.

"FURTHER RESOLVED, That the President be, and he is hereby directed to call a special meeting of all the members of the corporation, to be held on the 27th day of September, 1949, at eight o 'clock P.M. at the Fire Hall, for thepurpose of considering and acting upon the proposal to borrow the aforesaid Fifteen Thousand Dollars (\$15,000.00) from TheFirst National Bank of Cumberland upon the aforesaid terms and to give a mortgage on theproperty of the corporation securing the same.

mortgage by a majority of the members at the meeting to be held on September 27, 1949, the officers of the corporation be, and they are hereby directed to borrow the said money from TheFirst National Bank of Cumberland and to execute a note therefor, as requested by said Bank, and to further affix the corporation's name and seal to a mortgage covering all property of the corporation and deliver the same to said Bank as security for said loan;" and

WHEREAS acting in pursuance of said resolution, the Secretary of the first party gave due notice as required by law to each and all of the members of the first party that a meeting would be held at the Fire Hall of the first party, in LaVale, Allegany County, Maryland, on September 27, 1949, at eight o'clock, P.M., for the purpose of acting upon said resolution, which notice is as follows:

"NOTICE IS HEREBY GIVEN that a special meeting of the members of LaVale Volunteer Fire Department, Incorporated, will be held at the Fire Hall in LaVale, Maryland, on September 27, 1949, at 8:00 o'clock P.M. for the following purposes:

- "(a) To consider and act upon the proposal to borrow the sum of \$15,000.00 from The

 First National Bank of Cumberland, re-payable one year from date with interest at

 4% per annum, and to be secured by a first mortgage on the property of the Company,

 which said mortgage loan has been recommended and declared advisable by the Trustees
 for the completion of the present addition to the property of the Company.
- "(b) To consider and act upon the proposal to authorize the officers of the Company to execute a mortgage on all the Company property to secure the aforesaid loan.
- "(c) To consider any other business which may properly come before saidmeeting.
- "By order of the Board of Trustees;" and

WHEREAS, at the said meeting, duly called as aforesaid, the resolution of the said Trustees of the first party was duly adopted by a majority of all of the members of the said first party, and the said first party and its proper officers are fully authorized to execute this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That in order to secure the payment of the principal sum of Fifteen thousand (\$15,000.00) dollars and interest the reon, as aforesaid, the LaVale Volunteer Fire Department, Incorporated, party of the first part, in consideration of the premises does hereby grant, bargain, sell, release convey, assign and transfer and set over unto The First National Bank of Cumberland

party of the second part, its successors and assigns, all the following described real and personal estate of the first part, located inLaVale, Allegany County, Maryland:

All that lot, piece or parcelof land, situate, lying and being along the Northwesterly side of the National Highway about three miles westward from the City of Cumberland, in Allegany County, State of Maryland, and beingpart of the old James Clark Distilling Company's property, and which said part is described as follows, to-wit:

BEGINAING for the same at a point along the Northwesterly side of aforesaid National Highway at the end of 317-3/10 feet on the first line of that part of the James Clark Distilling Company's property which was conveyed in a deed from Alice Deal, et al, toLouis F. Fechheimer dated July 20, 1933, and recorded among the Land Records of allegany County, Mary land, inLiber No. 169, folio 650, and running thence with the first line thereof, it being along and with the Northwesterly side of said National Highway, south 32 degrees 35 minutes West 165 feet to the end thereof, being marked by an Iron Pin, thence with part of the second line thereof, it being at right angles to the Northwesterly side of the National Highway and along and with the Northeasterly line of Lot No. 10 of a series of lots laid out along the Northwesterly side of the National Pike and shown on a plat filed among the afore said Land Records in Plat Box No. 124 North 57 degrees 25 minutes West 782 feet to the southeasterly right-of-way limits of the Eckhart Branch of the Cumberland and Pennsylvania Railroad Company, and running thence with the said right-of-way limits, as recently established by an agreement between the said Cumberland and Pennsylvania Railroad Company and the James Clark Distilling Company, North 28 degrees 00 minutes East 90 feet, North 67 degrees 25 minutes West 6-15/100 feet, North 32 degrees 35 minutes East 50 feet, south 57 degrees 25 minutes East 5 feet, North 32 degrees 35 minutes East 25 feet to intersect a line drawn North 57 degrees 25 minutes West from the place of beginning, thence reversing said intersecting line, south 57 degrees 25 minutes East 87 feet to the place of beginning.

All courses refer to the Magnetic Meridian of 1921, and all measurements are horizontal.

Being the same property which was conveyed to the first party by Paul Heymann and Carrye
B. Heymann, his wife, by deed dated the first day of November, 1937, and duly recorded among
the Land Records of Allegany County, Maryland, in Liber 179, folio 312.

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

PROVIDED, that if the said party of the first part, its successors or assigns, does and shall pay to the party of the second part its successors or assigns, the aforesaid sum of Fifteen thousand (\$15,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by theparty of the second part to the party of the first part as hereinbefore set forth, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it thereon the said party of the first part the party of the first part shall not pay all of said is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or any agreement covenant or condition of this mortgage interest thereon, in whole or in part or any agreement covenant or condition of this mortgage interest thereon, in whole or in part or any agreement covenant or condition of this mortgage interest thereon, in whole or in part or any agreement covenant or condition of the mortgage interest thereon, in whole or in part or any agreement covenant or condition of the mortgage interest thereon, in whole or in part or any agreement covenant or condition of this mortgage interest thereon, in whole or in part or any agreement covenant or condition of this mortgage interest thereon.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen thousand (\$15,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mort gagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF the LaVale Volunteer Fire Department, Incorporated, has caused its corporate name to be signed hereto by its President and its corporate seal to be affixed by its Secretary the day and year aforesaid.

(CORPORATE SEAL)

STATE OF MARYLAND

Attest: Cromwell C. Membower , Secretary

LAVALE VOLUNTEER FIRE DEPARTMENT, INCORPORATED By Elmer C. Lancaster, President

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 6th day of October, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elmer C. Lancaster, President of the LaVale Volunteer Fire Department, Incorporated, a corporation, the mortgagor in the aforegoing mortgage and did acknowledge the said mortgage to be the act and deed of the LaVale Volunteer Fire Department, Incorporated; and, at the same time before me also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and NotarialSeal.

(NotarialSeal) My commission expires May 7 , 1951.

A. A. Helmick, NotaryPublic.

Irvin G. Herman et ux

Mortgage

Filed and Recorded October 7" 1949 at 12:35 P.M. To John W. Herman

(Stamps \$3.30)

THIS MORTGAGE, Made this -- day of October, in the year one thousandnine hundred and forty-nine by and between Irvin G Herman and Inez M. Herman his wife, of Allegany County, State of Maryland, of the first part, and John W. Herman of Garrett County, State of Maryland of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said party of the second partin the full and just sum of ThreeThousand (\$3,000.00) as is evidenced by their joint and several promissory note of even date herewith, under seal, payable to the order of the said party of the second part five years after date, with interest at the rate of 5% per annum, payable semi-annually, the said note having been given for money this day loaned by the said party of the second part to the said parties of the first part;

AND WHE REAS, it was a condition precedent to the lending of the said sum of money that this mortgage lien should be given on all of the hereinafter described real estate for the express purpose of more fully securing the prompt payment of the said note and the interest thereon as and when the same shall become due andpayable according to the words and tenor of said note;

Now, Therefore, In consideration of thepremises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All of the following described real estate, situated in the town of Westernport, Allegany County Maryland, and consisting of that part of Lots Nos. 219 and 220 laid off on theplat of Hammoond's Addition to Westernport, as front 100feet on the West side of Walnut Street and extends back the same width throughout along with Rock Street, a distance of 100 feet and being the same property which was conveyed to the said parties of the first part by Elva Dixon and Edward R. Dixon her husband, by deed dated the 28th day of October, 1946 and duly recorded in Liber No. 212, folio 147, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging orin anywise appertaining.

Provided, That if the said parties of the first part their heirs, executors, administrators or assigns, do and shallpay to the said party of the second part, his executor, administrator, or assigns, the aforesaid sum of Three Thousand Dollars, together with the interest thereon as and when the same shall become due and payable and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime alltaxes, assessments and public liens levied on said property; allwhich taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said John W. Herma his heirs, executors, administrators and assigns, or his or their duly constituted attorney or agent is hereby authorized and empowered at any time the reafter, to sell the propertyhereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which terms shall be cash and the pro-

ceeds a rising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, his heirs, or assigns the improvements on the hereby mortgaged land, to the amount of at least Three Thousand dollars, and cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, successors or assigns, to the extent of its or their lien or claim thereunder and to place such policy or policies forthwith, in possession of the mortgagee, otherwise said party of the second part may at his option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the severalheirs, executors, administrators successors and assigns of the respective parties hereto.

Witness the hands and seals of said mortgagors.

Attest: Marshall H. Timbrook

Irvin G. Herman (Seal)

Marshall H. Timbrook

Inez M. Herman (Seal)

STATE OF MARYLAND, MINERAL COUNTY TO WIT:

I HEREBY CERTIFY That on this 7th day of October in the year one thousand nine hundred and forty nine before me, the subscriber, a Notary Public of the State of W.Va. in and for said county, personally appeared Irvin G. Herman and Inez M. Herman, his wife and each acknowledged the aforegoing mortgage to be their act. And at the same time, before me, also personally appeared John W. Herman the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth,.

(Notarial Seal)

My Commission Expires Dec. 3rd, 1956.

Notary Public.

Elmer E. Flanagan, Sr.

Filed and Recorded October 6" 1949 at 1:00 P.M. To

ChattelMortgage

The Liberty Trust Company, Sumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 30th day of September, 1949 . by and between Elmer E.Flangan Sr.

Allegany County, Maryland COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party , party of the first part, and THE LIBERTY TRUST

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Two Hunired Nine Dollars and 50/100 (\$1209.50) payable one year after date horeof, together with interest thereon at the rate of Six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Cherrolet 2 Door Sedan Motor # GAM 347906 Serial # 14GJI 28266

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Elmer E. Flanagan, Sr. shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforedescribed a vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the his personal representatives and assigns, and in said Elmer E. Flanagan, Sr. his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall the case of advertisement under the above power but not sale, one-half of the above commission shall representatives or assigns. be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 30thday of September 1949, _(SEAL)

Thos J McNamee

_ Elmer E. Flenagan Sr.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT: I HEREBY CERTIFY, THAT ON THIS 30th day of September 1949, subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

the within mortgagor and acknowledged the aforegoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(NotarialSeal)

Thos J McNamee

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In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said goods and chattels or on any other preperty of Mortgagor or if a petition under the Backruptoy Act or any Amendment thereof shall be filed by or against said Mortgagor or if said Mortgagor shall make an assignment for the benefit of his oreditors, or if said Mortgagor shall fail to keep and perform any of the covenante, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft. or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecure, or shall choose so to do, then upon the happening of said contingenoise or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payablo, and said Mortgagee at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said property might be, and take posession of and remove said property, and all equipment, accessories, or repairs thereon, which shall be considered a component part thereof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said goods and chattels, including reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said property shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the deficiency.

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor'n heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagoe, said Mortgagee's heirs, personal representatives, successors and assigns.

The above described goods and chattels when not in use will be stored at

Private

Public Garage located at Street Eckhart Cityryland State

IN WITNESS WHEREOF the Mortgagor has hereuate set his hand and seal this 3rd day

of October 1949 at Cumberland Maryland

Witness: Joseph F. Stakem

Address: Adam Scarpelli (Seal)

Witness: Joseph F. Stakem

Address: Joseph F. Stakem

Witness: Joseph F. Stakem

Address: THE SECOND NATIONAL BANK OF CUMBERLAND
By G.A. Caswell (Sea

STATE OF MARYLAND, COUNTY OF Allegany , TO WIT:

I HEREBY CERTIFY that on this 3rd day of October 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Adam and June Scarpelli

the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be act. And, at the same time, before me also personally appeared G.A. Caswell

Agent The Second National Bank of Cumberland, Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make thie affidavit.

WITNESS my hand and Notarial Seal (Notarial Seal)

Joseph F. Stakem

June Scarpel li

Notary Public.

(Seal)

Roscos G. Curry et ux

Mortgage

To Filed and Recorded October 7" 1949 at 11:30 A.M. The Liberty Trust Company. Trustee

(Stamps \$4.95)

THIS MORTGAGE, Made this 6th day of October, in the year 1949 by and between Roscow G. Curry and Grace Curry, his wife, of Allegany County, in the State of Maryland, of the first part, and The Liberty Trust Company, a corporation dulyincorporated under the laws of Maryland, Trustee for Bese R. Buchanan, of the second part, witnesseth:

WHEREAS, the said Roscoe G. Curry and Grace Curry, his wife, etand indebted unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, in the just and full sum of Four Thousand Five Hundred Dollars, (\$4,500.00) as evidenced by their joint and several promissory note for said sum of money bearing even date with these presents and payable to the order of The Liberty Trust Company, Trustee for Bess R. Buchanan one year after date with interest from date at the rate of six per centum (6%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW, THEREFORE, in consideration of the premises and of the eum of one dollar and in erier to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Truetee for Bees k. Buchanan, its successore and assigns, the following property, to wit:

All that lot or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 65, in the Second Addition to Roberts Place, which is described as follows:

BEGINNING at a point on the easterly side of Roberte Avenue at the end of the eecond line of Lot No. 64 and running the ace with the easterly side of eaid Avenue, North 20 degrees East 40 feet, then South 69 degrees 10 minutes East 183.5 feet, then South 12 degrees 40 minutes West 36.5 feet to the end of the third line of Lot No. 64, then with said third line reversed, North 70 degrees 27 minutes West 188.3 feet to the beginning.

1T being the same property which was conveyed unto the said Mortgagore by Anna B. Charlee, by deed dated April 2, 1943, and recorded in Liber 197, folio 620, of the Land Records of Allegany County, Maryland.

All that real estate situated, lying and being in Allegany County, State of Maryland, known and designated as Lot No. 66, Roberte Place, Second Addition, situated along the Old River Road, (now known as McMullen Boulevard), said lot being more particularly described as followe, to wit:

BEGINNING at a point on the coutheasterly cide of Roberts Avenue at the division line between Lote 67 and 66 and running thence with caid division line, South 68 degrees 19 minutes between Lote 67 and 66 and running thence with caid division line, South 68 degrees 19 minutes between Lote 67 and 66 and running thence with caid division line, South 68 degrees 19 minutes least 40.5 feet to the southerly line of Lot East 179.8 feet thence South 14 degrees 30 minutes west 40.5 feet to Roberte Avenue and with No. 65 and with said line, North 69 degrees 10 minutes west 183.5 feet to Roberte Avenue and with said Avenue, North 15 degrees 20 minutes East 43 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Elizabeth Duchanan, widow, et al, by dead dated October 9, 1943, and recorded in Liber 197, folio 623, of said Land Records.

All that lot or parcel of ground comprising one-half of Lot No. 67 in the Second addition to Roberts Place, in Allegany County, Maryland, and more particularly described as follows,

BEGINAING for the same at the end of the first line of Lot No. 66 as shown on a Plat of BEGINAING for the same at the end of the first line of Lot No. 66 as shown on a Plat of Roberts Place, Second Addition, duly filed for record among the Land Records of Allegany County Roberts Place, Second Addition, duly filed for record among the Land Records of Allegany County and running theace with Roberts Avenue, North 20 degrees East 2 feet, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Roberts Avenue, North32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South Rob

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North 69 degrees 19 minutes west 179.8 feet to the point of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Van Lew Moffett. widow, et al, by deed dated July 28, 1941, and recorded in Liber 195, folio 310, of the Land Records of Allegany County, Maryland.

All those lots or parcels of ground situated in Second Addition to Roberts Place, in Allegany County, Maryland, comprising one-half of Lot No. 67 and all of Lot No. 68, and more particularly described as follows:

BEGINNING for the same at a stake in the southeasterly side of Roberts Place, it being a corner of Lots 68 and 69 as shown on a Plat of the Second Addition to Roberts Place, duly recorded among the Land Records of Allegany County and thence with a line of Lot 69, South 58 degrees 00 minutesEast 162.3 feet to a stake, it being also a corner of Lots 68 and 69, thence South 19 degrees 30 minutes West 37 feet to a stake, thence across said Lot No. 67, North 65 degrees 13 minutes West 174.6 feet to a stake standing in a line of the original Lot No. 67 on the southeasterly side of Roberts Place, thence with said Roberts Place, North 32 degrees 00 minutes East 63.5 feet to the place of beginning.

1T being the same property which was conveyed unto the said Mortgagors by Paul A. Martin et ux by deed dated June 13, 1946, and recorded in Liber 209, folio 597 of the Land Records of Allegany County, Maryland.

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

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Four Thousand Five Hundred Dollars, (\$4,500.00) together with the interestthereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND 1T IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, uponpaying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, orof the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-gage debt, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company Trustee, for Bess R. Buchanan, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers the reof, his, her or their heirs or assigns; which sale shall be made inmanner following, to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and such sale and allpremiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or

not and as to the balance; topay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Five Hundred Dollars (\$4,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said Mortgagors.

WITNESS: Thomas L. Keech

Roscoe G. Curry

Grace Curry

STATE OF MARYLAND

COUNTY OF ALLEGANY

1 HEREBY CERTIFY. That on this 6th day of October, 1949, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roscoe G.Curry and Grace Curry his wife and each acknowledged the aforegoing instrument of writing to be their act and deed; and also, personally appeared before me, Charles A. Piper, President of The Liberty Trust Company, Trustee for Bess R. Buchanan, the within named mortgagee, and madeoath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and ally authorized byit to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

Geo. A. Siebert, Notary Public. (Notarial Seal) For value received, The Librety Truet Company, Cambriland, Maryland, Trueter for Base R. Buchanan, Kereby releases the within and of organing mortage. Witness the signature of said The oriberty Trust Company of Cumbriland Maryland, Trustee. for Black. R. Buckenen, by Chec. S. Pyer, ite Hasilent, and ite corporate and, duly attested, by ite assistant Secretary, this 5th day of Secumber, 1949. The Leberty Trust Company of Cumbriland Maryland attests: RWHolt assistant Secretary Truster for Brss F. Buchanan (Corsorate Seal) Pius/Boley et ux Filed and Recorded October 7"1949 at 2:35 ?.M.

George R. Hughes

THIS MORTGAGE, made this 7th day of October, in the year Nineteen Hundred and Forty-nine by and between Pius H. Boley and Lillian Boley, his wife, hereinafter called Mortgagora, which expression shall include their heirs, personal representatives successors and assigna where the context so admits or requires of Allegany County, Maryland, State of Maryland, parties of the first part and George R. Hughes, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted un the full sum of Three Hundred Dollars, (\$300.00) which said indebtedness together with the interest thereon at the rate of Six Per Centum (6%) per annum, is payable one (1) year after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Twenty Dollars (\$20.00) each month on account of the principal and interest as herein stated,

the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid the said Mortgagors do hereby bargain and sell, give. grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that tract or parcel of land situated in District No. 2, of Allegany County, Maryland. being part of the original John Schaidt Farm, located on Oldtown Hoad and along the Western Maryland Railway Right of Way, the property herein conveyed being described as follows:

Beginning at a post at the corner where the Oldtown Road meets the Right of way of the Western Maryland Railway, and running North 71-3/4 degrees West 441-1/2 feet binding on the South side of the Oldtown Road to a stone at the easterly side of aprivate 16 foot road, and with said private road, South 3 degrees 20 minutes East 520 feet to the right of way of the Western Maryland Railway Company, and with said Right of Way, South 47 degrees 10 minutes West 554 feet to the place of beginning, containing 2-1/2 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Catherine Dolan et vir, by deed dated April 20, 1948, and recorded in Liber 220, folio 110, of the Land Records of Allegany County, Maryland.

Together with the use of a private road 16 feet in width and binding on the second line of the above described property.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Three Hundred Dollars (\$300.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. nughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Saidproperty shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage includ ing interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power but no sale all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further convenent to insure forthwith, and pending the existence

of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Three Hundred (\$300.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Pius H. Boley (Seal)

Lillian Boley

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I hereby certify that on this 7th day of October in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Pius H. Boley and Lillian Boley, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the sametime, before me, also personally appeared George R. Hushes, the withinnamed Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

John W.Schafferet ux

Mortgage

To Filed and Recorded October 7" 1949 at 3:10 P.A.

The Commercial Savings Bank of Cumberland, Maryland.

THIS MORTGAGE, Made this 7th day of October, in the year nineteen hundred and forty nine by and between John W.Schaffer and Winifred V.Schaffer, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Six Thousand (\$6,000.00) Dollars, with interest from date at the rate of 4% per annum on the unpaid principal until paid by their promissory note of even date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before twelve years after date, in monthly installments of \$52.54, commencing on the 7th day of November, 1949, and on the 7th day of each month thereafter until theprincipal and interest are fully paid. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the7th day of any month prior to maturity.

And the said parties of the first part covenant and agree to pay monthly to the party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second partfor the payment of such premiums, taxes or assessments.

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NOW, THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situate, lying, and being on the West side of Dilly Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the said lot at a point on the Westerly side of Dilly Street (formerly Bloomingdale Avenue) the said point being the end of the second line of Joseph Bigler's lot and the said point being also the beginning point of the subdivision thereof known as the "Well Lot"; and running thence with the second line of said Bigler lot, North 73 degrees West 100 feet to the boundary line of the Rohrback lot; thence with a part of said boundary line, North 30 degrees East 51 feet to Fairfield Alley; thence with the Southerly side of said Fairfield Alley, South 73 degrees East 88 feet to Dilly Street; and thence with the Westerly side of said Dilly Street, South 17 degrees West 50 feet to the place of beginning.

Being the same property conveyed by Paul 3. Sullivan et ux to the said John ". Schaffer et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate
the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used
for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or
any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the saidThe Commercial Savings Bank of Cumberland, Maryland, its successors or assigns together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said TheCommercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) dollars and the interest thereon according to the true intent and meaning of the promisory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to beperformed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time there-

after, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply--first: --To thepayment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns

AND the said parties of the first part further covenant to insure forthwith andpending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy orpolicies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

ATTEST:

(NotarialSeal)

John W. Schaffer (Seal)
Winifred V. Schaffer (Seal)

William C. Dudley Winifred V.Scha STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 7th day of October, in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for said County personally appeared John W.Schaffer and Winifred V.Schaffer, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C.Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C.Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

William C. Dudley, Notary Public

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Filed and necorded October 7" 1949 at 3:30 P.M.

Josephine Lopez

THIS CHATTEL MONTGAGE, Made this 7th day of October, 1949, by and between Harvey A. #ig-field, party of the first part, of Allegany County, Maryland, and Josephine Lopez, party of the second part, of the State of New York. WITNESSETH:

WHEREAS, the said party of the first part stands indebted unto the said party of the second part in the full sum of Seven hundred and ninety-three (\$793.08) dollars and eight cents, due and payable within one year from the date hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said party of the first part does hereby bargain and sell unto the said party of the second part, her heirs and assigns, the following personal property, to wit: One Dodge Coupe automobile, 1942 Model, Engine No. D 22567628, Serial No. 30632079.

PROVIDED, if the said party of the first part shall pay unto the party of the second part the aforesaid sum of \$793.08, within one year from the date hereof, then this mortgage shall be void.

In case of default in the payment of the mortgage debt when the same shall become due and payable, then these presents are hereby declared to be made in trustand theparty of the second part is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said party of the second part, her heirs or assigns, are hereby authorized and empowered at any time thereafter to sell theproperty hereby mortgaged at public auction in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first, to the expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt, and the balance, if any, to be paid to the said party of the first part, his personal representatives or assigns, and in case of a deficiency, a judgment may be rendered thereon.

WITNESS my hand and seal the day and year first above written.

Witness: H.V. Bloom

Harvey A. Wigfield (Seal)

State of Maryland

Allegany County, to-wit:

I HEREBY CERTIFY THAT on this 7 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Harvey A. Wigfield, and acknowledged the aforegoing Chattel Mortgage to be his act and deed and at the same time personally appeared Josephine Lopez and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and NotarialSeal. (NotarialSeal)

Harold V. Bloom, Notary Public.

Edgar H. Frank et ux

Mortgage

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To

Filed and decorded October 8" 1949 at 11:50 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Maryland.

(Stamps \$.55)

THIS MORTGAGE, Made this 7th day of October, in the year Nineteen Hunired and Forty Nine by and between Edgar H.Frank and Vilda P. Frank, his wife, of Allagany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require and TheFidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated underthe Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto TheFidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgages herein, in the full sum of Nine Hundred Dollars (\$900.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgages a certain promissory note bearing even date herewith and payable in monthly installments of Thirty Dollars (\$30.00) commencing on the 15th day of November, 1949 and on the 15th day of each month thereafter until the principal andinterest are fully paid, except that the final payment of principal and interest if notsoner paid, shall be due and payable on the 7th day of October, 1952. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edgar H. Frank and Vilda P. Frank, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple the following described property, to-wit:

ALL THAT LOT or parcel of ground lying and beingin all gany County in the State of Maryland and known as Lots Number Dixteen (16) and Seventeen (17) in Frost's Fifth Addition to the town of Frostburg, in said State and County aforesaid, and described as follows:

Beginning for the outlines of both of said Lots at a fence post standing at the end of the first line of Lot Number Fifteen (15) in said Fifth Addition, and running with the first line of the above mentioned lots North 40½ degrees West 66 feet; South 50½ degrees West 165 feet; South 40½ degrees East 66 feet; and then North 50½ degrees East 165 feet to the beginning. Containing one fourth of an acre.

BEING THE SAME property which was conveyed to the said Edgar H.Frank and Vilda P.Frank, his wife, by deed from Will H.Towles and Bertha E.Towles, his wife, dated March 10, 1928, and recorded in Liber No. 157, folio 629, one of the Land Records of Allegany County, Maryland. To which deed reference is hereby made for a further description of said property.

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privileges and appurtementes distributed for the said mortgages, its TO HAVE AND TO HOLD the above described lands and premises unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, thatif the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the mean—with the interest thereon, as and when the same shall become due and payable, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed, then this mort—time does and shall perform all the covenants herein on his part to be performed.

AND IT IS AGREED that until default be made in the premises and no longer, the saidmort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, gagor may retain possession of the mortgaged property, all which taxes, mortgage debt and interest assessments and public liens leviedon said property, all which taxes, mortgage debt and interest



thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at oncebecome due and payable, and these presents are hereby declared to be made in trust, and thesaid mortgagee, its successors or assigns, or Albert A. Doub, its his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent. to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale. one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred (\$900.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place suchpolicy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration ofsaid property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of thie mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, withoutnotice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to
collect the rents and profits of said premises and account the refor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnerehip or corporation, other than the mortgagor, by voluntary or involuntary grant or assign-

ment or in anyother manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If theindebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of theparties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers stipulations and covenants, aforeeaid are to extend to and bind the several heirs, executors, administrators, successors and aseigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: Ralph M. Race

Edgar H.Frank (Seal)

Ralph M.Race

Vilda P.Frank (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFYThat on this 7th dayof October, in the year nineteen hundred and fortynine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County
personally appeared Edgar H. Frank and Vilda P. Frank, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared William B. Yates Treasurer of The Fidelity Javings Bank of Frostburg, Allegany County,
Maryland, the within named mortgagee, and made oathin due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did
further in like manner make oath that he is the Treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and

year above written.
(Notarial Seal)

halph M. Race, Notary Public.

trye and a led Delivered

ChattelMortgage

Sheridan Tewell et ux

to

Filed and Recorded October 8" 1949 at 8:30A.M.

Chattel Mortgage

(Stamps \$.55)

Aetna Loan Co. Inc. Loan No. Cum 1736 Borrowers: (Last Name)

TeTwell, Sheridan & Thora Rt. #3, Bedford Rd. County Allegany

ora

State Maryland

Mortgagee
Aetna Loan Company, Inc.
7 N. Liberty Street
Cumberland, Maryland

Addresses: Cou City Cumberland Cou Date of ThisLoan Amo

Amount of This Loan

First Payment Due

Final Payment Due

10/6/49

\$575.00

this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS A. J. Gould Jr.

Helen L. Robinette

(Seal)

WITNESS B.E. Bittner

Virle R. Robinette

(Seal)

STATE OF MARYLAND CITY/COUNTY OF CUMBERLAND-ALLEGANY TO WIT:

I HandBY Cantiff that on this 8 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Helen L. Mobinette and Virle R. Mobinette (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B.E. Bittner Agent for the within named Mortgagee, and made oath in the form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my handand NotarialSeal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

The National Bank of Keyser

Partial Release of Mortgage

Filed and Recorded October 10" 1949 at 3:15 P.M.

James H. Frankhouser et ux

The National Bank of Keyser, West Virginia, a corporation James H.Frankhouser and Elva V. Frankhouser, his wife

Partial Release

The National Bank of Keyser, West Virginia, a corporation, hereby releases a mortgage made by James H. Frankhouser and Elva V. Frankhouser, his wife, to The National Bank of Keyser, West Virginia, dated September 8, 1948, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Liber J.E.B. No. 216, folio 186, insofar only as said mortgage is a lien on the following described parcels or tracts of land, to-wit:

1. All that certain tract or parcel of land situate on the west side of the McMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds

BEGINNING at a concrete marker located No. 60 deg. 10' E. 200 feet from the last corner of a tract of 0.42 of one acre conveyed to Frank Dominic and Pauline G. Dominic, his wife, by deed dated February 7, 1947, where another concrete marker is located, said markers being 12 feet westward and at right angles from the west boundary line of the McMullen Highway (U.S.RouteNo. 220) and running thence N. 29 deg. 50' W. (M.B. 1946 - Continued Vernier headings) 250 feet to another concrete marker; thence, N. 60 deg. 10' E. 50 feet to an iron stake; thence, S. 29 deg. 50' E. 250 feet to another iron stake, 12 feet short of the west boundary line of said Highway; thence, running parallel to and 12 feet distant from said road line, S. 60 deg. 10' W. 50 feet to the place of BEGINNING, containing 12,500 sq. ft. by calculation.

2. All that certain tract or parcel of land situate on the west side of the McMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds as follows:

BEGINNING at a concrete marker located N. 60 deg. 10, E. 800 feet from the last corner of a tract of 0.42 of one acre conveyed to Frank Dominic and Pauline G. Dominic by deed lated February 7, 1947, by James H. Frankhouser and wife, where another concrete marker is located, said markers being 12 feet westward and at right angles to the west boundary line of the Mc-Mullen Highway (U.S. Route No. 220) and running, thence, parallel to and 12 feet distant from said road line S. 60 deg. 10' W. 50 feet (M.B. 1946-Continued Vernier Readings) to an iron stake; thence, N. 29 deg. 50' W. 250 feet to another iron stake; thence, N. 60 deg. 10' E. 50 feet to another of said stakes; thence, S. 29 deg. 50' E. passing a white oak tree on center line at 230 feet, in all 250 feet to theplace of BEGINNING, containing 12,500 sq. ft. by calculation (0.287 of an acre),.

It being the purpose of this release to release said parcels of land.

But the said mortgage made by James H. Frankhouser and Elva V. Frankhouser, his wife, to The National Bank of keyser, dated September 3, 1948, shall in all respects be in full force and effect. It being understood that this release shall apply to the real estate herein described, but to no other mentioned in said mortgage.

IN WITNESS WHEREOF, the said The National Bank of Meyser, West Virginia, a corporation, has caused the foregoing release to be signed by its President and has caused its corporate seal to be hereto affixed this 19th day of July, 1949.

THE NATIONAL BANK OF KEYSER, WEST VINGINIA, a corporation.

By P. J. Davis, Its Vice President

STATE OF WEST VIRGINIA

(Corporate Seal)

MINERAL COUNTY, TO WIT:

BE IT REMEMBERED that on this 19th day of July, 1949, before the subscriber, a Notary Public of said Mineral County, in and forsaid State of West Virginia, personally appeared P.J. Davis, Vice Presidentof the National Bank of Keyser, West Virginia, a corporation, named in the foregoing instrument of writing, and acknowledged the same to be the act and deed of said The National Bank of Keyser, West Virginia, a corporation.

Witness my hand and official seal this 19th day of July, 1949.

My commission expires April 9, 1953.

[NotarialSeal] Jean J. Pifer, Notary Public

Deed of Release

Aaron Morris

Filed and Recorded October 10#1949 a

Glenn Morris et ux

THIS DEED OF RELEASE, Made this 10th day of Uctober, 1949 by Arron Morris, widower, of Bedford County, Pennsylvania.

WHEREAS, by a certain mortgage dated January 23, 1940, and recorded in Liber No. 149

0 Crm To

folio 380, among the Mortgage Records of Allegany County, Maryland, the property therein described was conveyed by Glenn Morris and Ruth R. Morris, his wife, to the First National Bank, in Bedford, to secure the indebtedness therein mentioned; and

WHIRLAS, by deed of assignment, dated November 4, 1942, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 164, folio 382, said mortgage was duly assigned by the First National Bank, in Bedford, to Aaron Morris and Elsie V. Morris, his wife; and

WHEREAS, the said Elsie V. Morris has now departed from this life and title to said mortgage is vested in the said Aaron Morris, and the indebtedness secured by said mortgage has been fully paid and satisfied.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Aaron Morris, widower, does hereby grant and convey the property mentioned and described in the aforesaid mortgage unto Glenn Morris and Ruth R. Morris, their heirs and assigns, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the afore said property unto the said Glenn Morris and Ruth R. Morris, their heirs and assigns, in the same manner as if said mortgage had never been written.

WITNESS my hand and seal.

WITNESS H. V.Bloom

Aaron Morris (Seal)

COMMONWEALTH OF MARYLAND.

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10 day of October, 1949, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared Aaron Morris, widower, and acknowledged the aforegoing deed of release to be his act and deed.

WITNESS my hand and NotarialSeal.

(NotarialSeal) My Commission expires May 7, 1951. Harold V. Bloom, Notary Public.

Pasquale Parise

Chattel Mortgage

Filed and Recorded October 11" 1949 at 2:00 P.M. Rieck - McJunkin Dairy Company

Chattel Mortgage

MADE this...day of...19...between Pasquale Parise of 85 E. Main Street, Frostburg, Maryland (Residence Address) hereinafter called "Mortgagor", and Rieck-McJunkin Dairy Company a Pennsylvania corporation, having its principal office and place of business at 1345 Forbes Street, Pittsburgh, allegheny County, Pennsylvania, hereinafter called "Mortgagee".

WHEREAS, Mortgagor by a certain promissory note bearing even date herewith, is indebted to the Mortgagee in the sum of One Thousand Sixty-Three Dollars and Sixty-EightCents (\$1,063.68) Dollars, payable in 24 successive monthly installments of \$44.32 each applicable first to interest on reducing balances at the rate of six per centum (6%) per annum and then to principal, the first installment being due on or before the day of .. 19, .., and a like amount on or before the same day of each successive month thereafter until said debt has

been fully paid and discharged, withinterest on each installment after its maturity at the rate of six per centum (6%) per annum.

Now, This Chattel Mortgage Witnesseth:, That Mortgagor, in consideration of theaforesaid debt, and to better secure thepayment of the same and costs and expenses incurred in the collecti on of said debt and the repossession of the $g\infty ds$ and chattels and all advances and expenses of Mortgagee for taxes, levies, assessments, real estate rentals, insurance premiums and repairs to ormaintenance of the goods and chattels described herein, by these presents, does hereby grant, bargain, sell, mortgage, assign and transfer unto Mortgagee, all and singular the goods and chattels described in the "Schedule of Mortgaged Property" contained herein and made part hereof, now in Mortgagor's possession at 85 E. Main Street, Frostburg, Maryland and any replacements of said goods and chattels together with all attachments, accessories and equipment now or hereafter attached thereto.

TO HAVE AND TO HOLD the said goods and chattels and their replacements to the use of Mortgagee, FOREVER.

PROVIDED, HOWEVER, That if Mortgagor shall pay to Mortgagee the aforesaid debt, as hereinabove set forth, and shall perform the other covenants contained herein, then this chattel mortgage shall be null and void and of no effect.

UNTIL default shall be made in the payment of any sum of money, as aforesaid, or in the performance of any of the other covenants herein, Mortgagor shall be entitled to retain possession of said goods and chattels and to use and enjoy the same.

MORTGAGOR warrants that Mortgagorowns and is lawfully possessed of the said goods and chattels and that they are free from any andall encumbrances and liens, and hereby covenants and agrees with Mortgagee that Mortgagor will pay the aforesaid debt when due; will maintain said goods and chattels in good repair; will pay and discharge any and all taxes, levies, assessments and all other impositions which may belevied upon said goods and chattels, as well as the cost of repairs to or maintemance of the same, any of which Mortgagee may pay at Mortgagor's expense and add the amount thereof to the debt secured hereby; will insure andkeep insured said goods and chattels against loss and damage by fire, theft and other casualty, as may be required by Mortgagee, for not less than the amount of Mortgagor's indebtedness, the policies of insurance to be deposited with Mortgagee and to contain "loss payable" clauses in favor of Mortgagee, and upon failure of Mortgagor to pay premiums on such insurance and/or rentals on the premises in which the goods and chattels are situate, when same become due, Mortgagee may do so at Mortgagor's expense and add the amount thereof to the debt secured hereby; that Mortgagor will not remove said goods and chattels from the County wherein this chattelmortgage is filed without the written consent of Mortgagee, nor substantially injuresaid goods and chattels or conceal or purport to sell or dispose of them or any part of them under claim of full ownership or otherwise, or by willful act or neglect substantially impair the value thereof.

PROVIDED FURTHER that Mortgagor during the term of this chattel mortgage or any extension thereof shall purchase exclusively from the Mortgagee all of the requirements of the Mortgagor for ice cream and frozen milk products.

AND PROVIDED, That forthwith upon every default in the payment of any installment or other sum as the same shall become due and payable under the terms of said promissory note, or in case of default in the performance of any of the covenants hereof, Mortgagee may proceed to secure possession of said goods and chattels and to enforce payment of said debt in accordance with the provisions of the Pennsylvania Chattel Mortgage Act of June 1, 1945 P.L. 1358 or any other law made and provided for the regulation of chattel mortgages, and Mortgagee may pursue any other WHENEVER used herein, the term "Mortgagor" shallinclude the Mortgagor, his orits heirs, remedy provided by law.

successors, executors, administrators and assigns, and the term "Mortgagee" shall include the

Mortgagee, its successors and assigns.

IN WITHLOSS WHEREOF, the Mortgagor has executed this chattel mortgage in triplicate, one copy of which was delivered to and retained by Mortgagor, the day and year first above written.

Signature of Mortgagor Pasquale Parise

Salesman-Witness D. Hamilton

Schedule Of Mortgaged Property
(If manufactured article, listmake, year of manufacture, model, type, serial numbers, etc.)

Recorded in the Office of the Prothonotary of .. County in Chattel Mortgage Book Vol ... oage ... on the..day of .. 19..

1-Bobtail Fountain, 1-Carbonator, 1-18 ft.counter, 1-18 ft. back bar, 2-Milk shake machines, 1-6 ft. candy case, 1-cash register.

Individual Acknowledgment

Commonwealth of Pennsylvania) County of Allegheny

On this 10th day of October, 1949, before me, M. Nancy Kalbaugh the uniersigned officer, personally appeared Pasquale Parise known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(NotarialSeal) My Commission Expires: May 7, 1951

M. Nancy Kalbaugh, Notary Public.

Pasquale Parise

Certificate of No Defense

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, intending to be legally bound, certify and acknowledge that a certain judgment note executed by undersigned in favor of Rieck-McJunkin Dairy Company under date of...19.., in the amount of \$1,063.68, and a certain chattel mortgage of even date securing said note, are justly, fully and entirely owing and payable according to the terms thereof.

any undersigned hereby further certify to any person or persons who may desire to purchase said note and chattel mortgage that undersigned have no drawback, claim, setoff, or other desense of any kind whatsoever to the payment of any part of said note when due and payable or collectible according to the terms and provisions thereof or to the enforcement of said chattel mortgage according to the terms and provisions thereof. Witness or attest: D. Hamilton

Landlord's or Mortgagee's Release and Waiver

FOR VALUE MECETVED, and intending to be legally bound hereby, the undersigned, comer or mortgagee of certain premises situate at 85 E. Main Street in Frostburg, Alleghany County, Pennsylvania, now under lease to or mortgaged by Pasquale Parise (hereinafter called the "Lessee"), does hereby waive, release and relinquish unto Rieck-McJunkin-Dairy Company (hereinafter called "dieck"), 1345 Forbes Street, Pittsburgh, Pennsylvania, its successors and assigns, all the right, title and interest of the undersigned in the goods and chattels now or nereafter located on said premises under any bailment lease or chattel mortgage between the Lessee and Rieck.

premises and hereby authorizes and empowers Rieck, its lawful attorneys agents and employees, to enter upon said premises and remove said goods and chattels at any time. The undersigned agrees that said goods and chattels are not and shall not be deemed to be a part of the real estate, but shall at all times be considered personalty. The undersigned further agrees that said goods and chattels shall not be subject to distraint, levy for the non-payment of

any rent now due or which may hereafter become due the undersigned, and/or execution for anydefault under the terms of any real estate mortgage, and hereby releases all right, title and interest which undersigned may have in or to said goods and chattels.

This nelease and Waiver shall inure to the benefit of Rieck, its successors and assigns. WITNESS the due execution hereof this. day of...,19..

Witness or attest: D. Hamilton

Pasquale Parise (Seal)

KH adan ada aa da Hadda aa da aa

Agnes R. Elrick

Mortgage

Filed and Recorded October 13" 1949 at 3:30 A.M.

The Fidelity Savings Bank of Frostburg,

This Mortgage, Made this 11th day of October, 1949 by and between Agnes R. Elrick, widow, of Frostburg, Allegany County, in the State of Maryland, Mortgagor, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, Mortgagee.

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of Six Hundred minety-three--28/00 (\$693.28) which is to be repaidin 24 consecutive monthly installments of \$29.00 each, beginning one month from the date hereof at the office of the said

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor does do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Elec. Dist. 26, Frostburg, Allegany County, Maryland, known as 59 Ormond Street, Froatburg, Maryland and more fully described in a Deed from Clyde D. a Hattie E. Elrick dated May 14, 1921, recorded among Land Records of Allegany County, Maryland, Liber 136 Folio 594.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcelof ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagor, her heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and , in the meantime does and shallperform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises thesaid Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments lev ied on said property , all of which taxes, mortgage debt andinterest thereon said Mortgagor hereby covenants to pay whenlegally demandable.

AND the said Mortgagor further covenants tokeep the improvements on the said mortgaged property fully in sured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to to the extent of its lien thereon and to deliver the policy to the Mortgage &.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and pagable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its , his or their duly constituted

(Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY That on this 11th day of October, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared Agnes R. Elrick, widow, the Mortgagor named in the aforegoing mortgage and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fi le as therein set forth.

attorney or agent, are hereby empowered, at any time thereafter, to sell said property. or

so much thereof as may be necessary, and to c nvey the same to the purchaser, or his, her

or their heirs or assigns; which sale shall be made as follows: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in

(NotarialSeal)

Ralph M.Race, Notary Public.

Virginia H. Angelilli et vir

Final Due Date January 12, 1951

Chattel Mortgage

Filed and Recorded October 13" 1949 at 3:30 A.M.

Personal Finance Company of Cumberland

AS WITNESS my hand and Notarial Seal.

Mortgagor's Name and Address ChattelMortgage

Virginia H.& Albert C.Angelilli

Mortgagee: Personal Finance Company of Cumberland 12 E. Second S Room 200, Liberty Trust Co. Building Cumberland, Md. Cumberland, Md. Date of Mortgage October 12, 1949

Actual Amount of Loan \$179.07 Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items: Present Balance \$179.07 Total Disbursements \$179.07 Cash Balance.\$....

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above, for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly instalments of \$15.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 12th day of November 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the personal property described below in schedule

marked "A" which is hereby made a part hereof by this reference. Said loan is evidence by a promissory note of even date herewith, which note bears interest after maturity the reof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof, and without notice or demand, render the entire unpaid balance of the principal thereof and accruei interest thereon at once due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors andassigns, forever.

PROVIDED, NEVERTHELESS That if Mortgagor shall well and truly pay the said loan unto the said Mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, other wise to remain in full force

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The menedy herein provided shall be in addition to , and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand (s) and seal(s) of sail mortgagor(s).

Witness Edith M. Twigg

Virginia H. angelilli (Seal) Albert C. Angelilli (Seal)

Witness C. L. Coughenour

STATE OF MARYLAND CITY /COUNTY OF Allegany TO WIT:

THEREBY CERTIFY thaton this 12th day of October, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Virginia H. Angelilli and Albert C. Angelilli, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and NotarialSeal.

(NotarialSeal)

No. Description

1 Chair Lounge

1 Radio Philco

1 Heating Stove

3 pc Living Room Suite

Edith M. Twigg, Notary Public.

Schedule "A"

Certain chattels, including allhousehold goods, now located at the address of the Mortgagors

indicated above, to wit: Living Room

Dining doom No. Description

Bed Rooms Kitchen No. Description

No. Description 1 Bed wal.

4 Chairs Oak 1 Refrigerator G.E. 10ft. 1 Dresser Wal. 1 Dressing Table Wal

1 Stove Gas 1 Table Wak

1 Chifforobe-Wal.

1 K.Cabinet 1 Metal Cabinet

1 Cedar Chest

-- and in addition, thereto all other goods and chattels oflike nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either

Wherever the context so requires or permits the singular shall be taken in the plural and theplural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS P. Mitchell

Frank F. McCreary Jr. (Seal)

WITNESS D. Aldridge

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 4 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County, aforesaid, personally appeared Frank F.McCreary Jr. the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time, before me also personally appeared G.R. Chappell, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Daisy V. Aldridge, Notary Public.

The Liberty Trust Company,

Deed of Release

Filed and Recorded October 13" 1949 at 2:15 P.M. Archie A. McDonald

THIS DEED OF RELEASE, Made this 13th day of October, 1949, by The Liberty Trust Company, a corporation existing under the Laws of the State of Maryland, Cumberland, Maryland, (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, as per Merger Agreement filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, page 454, in the Office of the Clerk of the Court of Allegany County),.

WHEREAS, by deed dated March 15, 1939, and recorded in Liber 183, folio 56, one of the Land Records of Allegany County, one Archie A. McDonald and Hazel L.McDonald, his wife, acquired from Harry W. Miller and wife, a certain property situated in Election District No. 16, Allegany County, Maryland, comprising 49 acres, more or less, together with the improvements thereon, as will be seen by reference to said deed, particular reference to which is hereby made for a full description the reof, and

WHEREAS, subsequent thereto, the said Archie A. McDonald and Hazel L. McDonald, his wife, together with Calvin L. McDonald and Joan McDonald, his wife, executed or confessed a Judgment in favor of Peoples Bank of Cumberland, Cumberland, Maryland, for the amount of \$800.00 the date of which said Judgment is September 21, 1948, and it is known as No.191 Trials, July Term, 1948, in the Circuit Court for Allegany County, and

good and sufficient deed, the property above referred to and to that end, The Liberty Trust Company of Cumberland, Maryland, a corporation (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, as per Merger Agreement filed and recorded December 28,1948, in Certificate of Incorporations Docket 9, page 454, in the Office of the Clerk of the Court of Allegany County) hereby executes this Deed of Release of said Judgment insofar as it constitutes a lien upon the property situated in District No. 16, Allegany County, Maryland, comprising 49 acres, more or less, as above referred to.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, the said The Liberty Trust Company of Cumoerland, Maryland, does hereby release and forever discharge the lien of said Judg ment from the property referred to in the deed above mentioned. It being distinctly understood, however, that this Deed of Release shall apply only to the property contained and described in the above deed and shall, in no way, affect its lien upon any other property which the said Archie A.McDonald may own or may hereafter acquire or which the said Calvin L.McDonald and Joan McDonald, his wife, may now own or may hereafter ac-

IN WITNESS WHEREOF, The Liberty Trust Company has caused these presents to be signed by its President, with its Corporate Seal hereunto affixed, all duly attested by its Secretary on the day and year above written.

ATTEST: R. W. Hott , Asst. Secretary

THE LIBERTY TRUST COMPANY

(Corporate Seal)

By Chas A. Piper, President

STATE OF MARYLAND, COUNTY OF ALLEG NY TO WIT:

I HEREBY CERTIFY That on this 13th day of October, 1949 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles A Piper, President of The Liberty Trust Company, and as such, acknowledged the aforegoing Deed of Helease to be the act and deed of said corporation.

WITNESS my hand and NotarialSeal the day and year above written.

(NotarialSeal)

Wm. A. Darkey, Notary Public.

Rev. Harold Zuch et ux

Chattel Mortgage

Filed and Recorded October 13" 1949 at 8:30 A.M.

Frostburg National Bank

THIS CHATTEL MORTGAGE, Made this 11th day of October, 1949 by and between Rev. Harold L. Zuch and Susan G. Zuch, his wife, Midlothian, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, anational banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITN ESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Three Hundred and no/100 Dollars (\$300.00) which is payable in one year from late hereof with interest at the rate of six per cent (6%) per annum as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even temor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Hortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described property located at Midlothian Allegany County, Maryland: 1939 Chevrolet Sedan Engine Number: 2399205 Serial Number: 14 JA03-25754

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt assigns absolutely.

and interest as hereinbefore set forth, then this chattel mortgage shall be void.

14 34 pared and Mailed Delivered

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor snall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W.Earle Cobey, its, his , her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises here inbefore described and any other place or places where the said personal property may be or may be found and take and carry a way the said property hereby mortgaged and to sell the same and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following. to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper publishedin Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to thepayment of allmoneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representative sor assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Three Hundred and No/100 Dollars (\$300.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee

WITNESS the hands and seals of the parties of the first part. Attest as to all:

David R . Willetts

Rev. Harold L. Zuch

(Seal)

Susan G. Zuch

(Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 11th day of October, 1949 before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rev. Harold L. Zuch and Susan G. Zuch, his wife, the within named Mortgagor, aniacknow ledged the aforegoing chattel mortgage to be their act and deed, and at the sametime before me also appeared F. EarlKreitzburg, Cashier and Agent of the Frostburg, National Bank the within named Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing chattel mortgage is true and bona fide as therein set forth; and the said F. EarlKreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and NotarialSeal. (NotarialSeal)

Ruth M. Todd, Notary Public.

For Value Received, the Frostburg National Burk Hereby releases the within and aforegoing Chattel Mortgage. In Witness Whereof, the said Bank has caused its corporate mame to be segred by its President, its conforate, seal to be affixed, duly attested, by its Cashing, this 23d day

Coyle H. O'Neal et al

Mailed Delivered

ChattelMortgage

Filed and Recorded October 13"1949 at 8:30 A.M. National Discount Corporation

(Stamps \$1.10)

Dollar

wenty

'00 Dol-

bllars,

Mortgagbr

ee, and

ortgage

(Seal)

THIS CHATTEL MORTGAGE, Made this 6th day of October, 1949, by Marion E. O'Neal & Coyle H. O'Neal, Sr., Mortgagor, and National Discount Corporation, Mortgagee. Mort -

Loan Computation:		WHEREAS, the said Mortgagor is indebted unto the said
Interest	\$ 111.67	gagee in the full sum of One Thousand Fourty Two and 25/00
Service Charge	\$ 20.00	which said sum the said Mortgagor has agreed to repay in To
nsurance	\$	Three consecutive Mo. installments of Fourty Three and 42/
Recording Fees	\$ 3.70	lars and One Final installment of Fourty Three and 59/00 D
o Maker	\$ 906.88	all of which is evidence; by a promissory note of the said A
•••	\$	written on the collateral form of note of the said Mortgage
Cotal Loan	\$1042.25	to secure thepayment of said sum, it was agreed that this me
		be executed.

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Body Type Year Model

Motor No.

Serial No.

Nash

4 Door Sedan

KE-109563

K250203

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor. WITNESS: J. H. Snyder

Coyle H. O'Neal Sr.

(Seal)

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY, That on this 6 day of October, in the year one thousand nine hundred and Fourty Nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Coyle H. O'Neal Sr. Marion E. O'Neal the Mortgagor named in the afore going Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder Agent of the National Discount Corporation the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bone fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(NotarialSeal)

0

William R. Buckholtz, Notary Public.

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Charles Howard Perdew et al

Mortgage

To Filed and Recorded October 14" 1949 at 2:30 P.M. The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$2.75)

0 0

THIS MORTGAGE, Made this 13th day of October, in the year nineteen hundred and fortynine by and between Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and
Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, of Allegany County, Maryland
of the first part, hereinafter seomtimes called mortgagor, which expression shall include
the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the
laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Charles Howard Perdew and Dora Perdew, his wife, Walter L.

Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, stand indebted unto the said The Liberty Trust Company, in the just and full sum of Two Thosand Five Hundred Fifty (\$2,550.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first prorate quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles Howard Perdew and Dora Perdew, his wife, walter L.Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, itssuccessors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate lying and being on the southeasterly side of Central Avenue, near the City of Cumberland, in Allegany County in the State of Maryland, known and designated as Lot No. 201, in "The Cumberland Improvement Company's Eastern Addition to Cumberland", and particularly described as follows, to wit:

Beginning at a point on the southeasterly side of Central Avenue at the end of the first line of Lot No. 200, in said Addition and running thence with the southeasterly side of said Avenue, North 40 degrees East 45 feet; then at right angles to said Avenue, South 50 degrees East 150 feet to an alley and with it, South 40 degrees West 45 feet to the end of the second line of Lot No. 200, and with said second line reversed, North 50 degrees West 150 feet to the place of beginning.

It being the same property which was conveyed unto Charles Howard Perdew et ux by Lawson Perdew et ux by deed dated June 28, 1923, and recorded in Liber 143, folio 623, of the Land Records of Allegany County.

Also, all that lot or parcel of ground situated and lying east of the City of Cumberland in Allegany County, Maryland, known and designated as Lot No. 223, in the Cumberland Improvement Company's Eastern Addition Annex, and particularly described as follows, to wit:

Beginning at a stake on the western side of Eastern Avenue at the end of the first line of Lot No. 222 in said Addition, and running thence with the said western side of Eastern East 45 feet then at right angles to said Avenue North 50 degraes avenue, North 40 degrees/West 120 feet to an alley, and with said alley, South 40 degrees west 45 feet to the end of the second line of said Lot No. 222, and with the said second line reversed, South 50 degrees East 120 feet to the place of beginning.

Also all that lot or parcel of ground situated in or near the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 222 in the Cumberland Improvement Company's Second Eastern Addition to Cumberland, and particularly described as follows to wit:

Beginning at a stake on the western side of Eastern Avenue and at the end of the first

line of Lot No. 221, in said Addition and running thence with said western side of Eastern Avenue, North 40 degrees East 45 feet; thence at right angles to said Avenue, North 50 degrees West 120 feet to an alley, and with it, South 40 degrees West 45 feet to the end of the second line of said Lot No. 221, and with said second line reversed, South 50 degrees East 120 feet to the beginning.

It being the same property which was conveyed unto Walter L. Perdew et ux and Charles H. Perdew et ux by Lawson Perdew et ux by deed datedFebruary 24, 1944, and recorded in Liber 198, folio 562, of the Land Records of Allegany County.

The said Mary Agnes Perdew, widow and survivor of Lawson Perdew, joins in this mortgage for the purpose of conveying all her right, title and interest as life tenant and part owner of the property above described and also joins in this mortgage to specifically waive the priority of certain monthly payments of Ten Dollars (\$10.00) each, as provided in the deed above referred to, to be paid by the said Walter L. Perdew et al unto the said Mary Agnes Perdew for the period of her natural life. This waiver of priority of said payments to be in favor of any and all payments to be made both on the principal and interest of this mortgage and said waiver of priority to continue until the full amount of the mortgage debt and interest is paid.

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

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due andpayable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay thesaid mortgage debt, the interest to be secured, the said mortgagor hereby covenants to pay thesaid mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee and additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby sedured shall at once become due and gage, then the entire mortgage debt intended to be made in trust, and the said. The Liberty payable, and these presents are hereby declared to be made in trust, and the said. The Liberty payable, and these presents are hereby declared to be made in trust, and the said. The Liberty payable, and these presents are hereby declared to be made in trust, and the said. The Liberty payable, and these presents are hereby declared to be made in trust, and the said the ed attorney or agent are hereby authorized and empowered at any time thereafter, to sell the ed attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the property hereby mortgaged, or so much thereof, his, her or their heirs or assigns; which sale shall same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall same to the purchaser or purchasers published in Cumberland, Maryland, which terms shall ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall ner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall ner and terms of sale, in some newspaper published in Cumberland, Maryland, which ter

cent. to the party selling or making said sale, and in case said property is advertised. under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor. his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies accentable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land. to the amount of at least Two Thousand Five Hundred Fifty (\$2,550.00) Dollars and to cause the policy or policies issued therefor to be soframed or endorsed as in the case of fire. to inure to the benefit of the mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James McSorley

Charles Howard Perdew (Seal) Dora Perdew (Seal) Walter L. Perdew (Seal) Dorothy Frances Perdew (Seal) Dorothy F. Perdew Mary Agnes Perdew (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

1 Head BY CentIFY that on this 13th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(NotarialSeal)

James McSorley, Notary Public.

My Commission Expires May 7, 1951.

For Value Received, The Liberty Trust Company, Cumbuland, Maryland June 6, 1950.

Feleases the within and aforegoing montgage Witney the signature of Chai a.

Peper, President, duly attested by the assistant, Secretary, who have, caused the corporate seal to be hearts affixed The Liberty Trust Company By Chas a Piper President

George T. Mason et ux

Filed and Recorded October 14 1949 at 3:40 P.M. The First National Bank of Cumberland

(Stamps \$.55)

THIS MDRTGAGE, Made this 13" day of October, 1949, by and between George T. Mason and Grace M. Mason, his wife, of Mineral County, West Virginia, parties of the first part, and The First National Bank of Cumberland, a banking corporation duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight hundred fifty (\$850.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of thepremises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt paymentof such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of ground lying or being on the South side of the Williams Road, about four miles East of Cumberland, Maryland, in Election District No. 16 Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron stake standing North 18 degrees and no minutes East 26-3/10 feet from the Northeast corner of the dwelling situatedon the property herein described said stake being also at the approximate beginning of the parcel of ground conveyed by Metha May Hast to Louis Weber by deed dated October 30, 1939, and recorded in Liber 185, folio 79, one of the Land Records of Allegany County, Maryland, said stake also standing at 200 feet on the 22nd line of Read Farm No. 3, as conveyed by Howard Buchanan et ux to Emmanuel E. Hast and Flora Ann Hast, his wife, by bed dated April 13, 1914, and recorded in Liber 114, folio 709, one of the Land Records of Allegany County, Maryland, and running thence with the remainder of said 22nd line of dead Farm No. 3 (Magnetic bearings and horizontal measurements as of September, 1949) South 72 degrees 49 minutes West 163 feet to a locust stake; thence with part of the 23rd line of Read Farm No. 3 North 9 degrees 49 minutes East 38-1/10 feet to an iron stake standing on the South side of the right-of-way of said Williams Road and 25 feet from thecenter the meof; thence with said Williams Road and 25 feet from the centerline thereof, South 54 degrees 55 minutes West 138-8/10 feet to an iron stake standing at the end of the third line of the parcel of ground conveyed by Flora Ann Hast to Arthur L. Robinette et ux by deed dated the 28th day of February 1939, and recorded in Liber 182, folio 663, one of the Land Records of Allegany County, Maryland; thence leaving Williams Road and reversing the thirdline of the Mobinette tract, South 18 degrees 48 minutes East 248-8/10 feet to an iron stake standing at the end of said dobinette line; thence North 88 degrees 10 minutes East 286-8/10 feet to an iron stake standing at the approximate end of the first line of said Louis Weber parcel of ground; thence reversing the said first line of the Weber parcel North 17 degrees 43 minutes west 334-5/10 feet to the beginning, containing two (2) acres, more or less, and including theprivate road right-of-way granted in the recited deeds, hereby confirmed.

mpared and Mailed Delivered

It being a part of that portion of Read Farm No. 3 conveyed to Retha May Hast by Flora Ann Hast, widow, by deed dated August 5, 1931, recorded in Liber 166, folio 262. and of that portion of said head Farm No. 3 which was originally conveyed to Arthur L. Hobinette et ux in 1928, recorded in Liber 158, folio 423, and by them conveyed to Henry R. Milleret ux. by deed dated June 3, 1928, recorded in Liber 158, folio 484, who conveyed said portion back to Flora Ann Hast by deed dated February 28, 1939, recorded in Liber 183. folio 69; said property having been intended to beconveyed to George T. Mason et ux from Retha May Hast by two deeds, dated May 9, 1941 and November 24, 1945, which were recorded in Liber 190, folio 110, and Liber 207, folio 161, respectively; and which was conveyed by the Confirmatory Deed dated September, 26, 1949 from Retha May Hast Huested and Louis Huested. her husband, and Flora Ann Hast Hall and Benjamin Hall, her husband, to George T. Mason and Grace M. Mason, his wife, recorded in Liber 226, folio 455; all of said deed being recorded in the Land Records of Allegany County, Maryland.

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

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, do and small pay to the said party of the second part, its successors or assigns, the aforesaid sum of sight hundred fifty (\$850.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in thepremises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event/parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges the reon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become the and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, arehereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as herein before set forth, whether the same shall have then tured or not; and as to the balance, to pay it over to the said parties of the first part,

their heirs or assigns, and in case of advertisement under the above power, but no sale, onehalf of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight hundred fifty (\$850.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness as toboth:

George T. Mason

Grace M. Mason

(Seal)

STATE OF MARYLAND

H. C. Landis

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY. That on this 13" day of October, 1949 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George T. Mason and Grace M. Mason, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and, at the same time before me also appeared H. A. Pitzer, resident of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and NotarialSeal.

(Notarial Seal)

A. A. Helmick, Notary Public.

Chattel Mortgage

Richard L. Holcomb

Filed and Recorded October 15" 1949 at 9:35 A.M.

The First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 13" day of October, 1949 by and between Richard L. Holcomb 208 Columbia St., Cumberland of Allegany County, Maryland, party of the first part, here. inafter called the Mortgagor, and TheFirst National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second

part, hereinafter called the Mortgagee, Witnesseth: Whereas, the Mortgagor is justly in jebted to the Mortgagee in the full sum of Seven Hundred

& Twelve & $65/100\,\mathrm{Jollars}$ (\$712.65) which is payable with interest at the rate of 6% per annum in 15 monthly installments of Forty-seven & 51/100 Dollars (\$47.51) payable on the 13" day of each and every calendar month, said installments including principal and interest, as denced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar(\$1.00) tenor and date herewith.

the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors