

No. 61397

RECEIVED FOR RECORD May 5, 1969 at 11:02 AM

THIS MORTGAGE, made this 2nd day of MAY, 1969, by and between LEROY OWEN LEWIS and ELIZABETH ANN LEWIS, his wife, parties of the first part, hereinafter referred to as MORTGAGOR, and TIDEWATER BANK, a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of FOUR THOUSAND Dollars (\$ 4,000.00) payable, with interest thereon from the date hereof at the rate of SEVEN AND ONE HALF (7 1/2 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

In monthly installments of FORTY SEVEN DOLLARS and FORTY NINE CENTS (\$47.49) each, including interest as aforesaid, the first of said installments to be payable on the 28th day of October, 1969;

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the left or eastern side of the road leading down into Crab Alley Neck, which road leads off in a southerly direction from the Kent Narrows-Stevensville Highway, the lot hereby conveyed being bounded on the northern side by the property of, or formerly of, Medford Clendaniel, on the East by other property of John A. Gardner and wife; on the South by the property now, or formerly, belonging to the said Gardners and on the West by the aforesaid Crab Alley Neck Road, and particularly described as follows: BEGINNING for the same at the Northwest corner of the lot hereby conveyed where it corners with the lands of Clendaniel, and running thence in an easterly direction with the Clendaniel lot a distance of three hundred (300) feet, more or less, to the other lands of the said Gardners; thence in a southerly direction with the lands of the said Gardners a distance of seventy (70) feet, being the rear line of this lot; thence at right angles and with the other lands of the said Gardners and running in a westerly direction a distance of three hundred (300) feet to the Crab Alley Neck Road; and thence with the easterly side of the Crab Alley Neck Road and in a northerly direction a distance of seventy (70) feet to the place of beginning, the said place of beginning being where this lot and the Clendaniel lot corner on these sides of the said Crab Alley Neck Road.

BEING the same lot or parcel of land which was granted and conveyed unto the said Leroy Owen Lewis and Elizabeth Ann Lewis, his wife, the within named mortgagors, by John A. Gardner and M. Estelle K. Gardner, his wife, by deed of conveyance bearing date November 12, 1946 and recorded in Liber A.S.G. Jr. No. 15, folio 588, a land record book for Queen Anne's County, State of Maryland; SAVING AND EXCEPTING THEREFROM, HOWEVER, all that portion thereof (1,000 square feet) conveyed unto the State Roads Commission of Maryland by Leroy Owen Lewis, et al, by deed dated April 26, 1957 and recorded in Liber T.S.P. No. 34, folio 308, a land record book for Queen Anne's County aforesaid.

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TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due. (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) 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 improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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 herein provided, (6) 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, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or EDWARD TURNER, its

attorney hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$50.00

for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS (as to Mortgagors)
Thurman P. Jefferson
Thurman P. Jefferson

Leroy Owen Lewis (SEAL)
Leroy Owen Lewis
Elizabeth Ann Lewis (SEAL)
Elizabeth Ann Lewis
(SEAL)
(SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S, TO WIT:

On this the 2nd day of May, 1969, before me, * Gloria A. Jones, the undersigned officer, personally appeared Leroy Owen Lewis and Elizabeth Ann Lewis, his wife, known to me to be the person (s) whose name (s) ~~was~~ are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Thurman P. Jefferson, Cashier for Tidewater Bank, 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 therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

Gloria A. Jones
Gloria A. Jones
My commission expires July 2, 1969.

*Here insert the name of the officer who takes the acknowledgment.



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