

Application No. 129,276
Written by RED:hc
Approved by Examiner
Ready for Record

THE MARYLAND TITLE GUARANTEE COMPANY

MORTGAGE

FROM

THE UNITED EVANGELICAL CHURCH

OF BALTIMORE, MARYLAND

TO

THE EQUITABLE TRUST COMPANY

Block No.....

Received for Record.....19.....

at.....o'clock.....M. Same day recorded in

Liber..... No..... Folio.....&c.,

one of the Land Records of

and examined per

..... Clerk.

Cost of Record \$.....

MORTGAGE—THE MARYLAND TITLE GUARANTEE COMPANY
Application No. 129,276

This Mortgage, made this 29th day of March

in the year one thousand nine hundred and fifty-six, by and between THE UNITED EVANGELICAL CHURCH OF BALTIMORE, MARYLAND, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the first part, Mortgagor; and THE EQUITABLE TRUST COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00), being cash money this day loaned and advanced by the latter to the former, which said principal sum of money the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagee in consecutive monthly installments of Six Hundred Dollars (\$600.00) each, commencing on the 29th day of April, 1957, and continuing monthly thereafter until the 29th day of March, 1966, at which time the balance of said principal indebtedness shall become due and payable, together with interest to accrue on unpaid balances of principal at the rate of four and one-half per centum (4½%) per annum, accounting from the date hereof, payable quarter-yearly, commencing on the 29th day of June, 1956, and continuing quarter-yearly thereafter until the 29th day of March, 1957, and thereafter payable monthly commencing on the 29th day of April, 1957, and continuing monthly thereafter; both principal and interest being payable in lawful money of the United States of America; and

WHEREAS, it was a condition precedent to the granting of said loan that it be secured by a Mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does hereby grant and convey unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple, all those two lots of ground situate in the City of Baltimore, in the State of Maryland, and described as follows, that is to say:-

BEGINNING for the first thereof at the corner formed by the intersection of the north line of Dillon Street with the east line of East Avenue and running thence north on the east line of East Avenue 36 feet, thence at right angles to East Avenue and parallel to Dillon Street east 75 feet, thence at right angles and parallel to East Avenue south 36 feet to the north line of Dillon Street, thence west on the north line of Dillon Street 75 feet to the place of beginning.

BEING the same lot of ground which by Deed dated June 24, 1929 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5038, folio 46, was granted and conveyed by Canton Company of Baltimore unto The German United Evangelical Church of Canton.

BEGINNING for the second thereof on the east side of East Avenue at the distance of 36 feet northerly from the northeast corner of East Avenue and Dillon Street, and running thence easterly parallel to Dillon Street 75 feet to an alley, 10 feet wide, thence northerly binding on the west side of said 10 foot alley, 104 feet, thence westerly parallel to Dillon Street 75 feet to East Avenue, and thence southerly binding on the east side of East Avenue 104 feet to the place of beginning.

FOR FEE SIMPLE TITLE see the following:-

1. Lease from Canton Company of Baltimore to The German United Evangelical Church of Canton, dated November 18, 1873 and recorded among the Land Records of Baltimore County in Liber J.B. No. 84, folio 7.
2. Confirmatory Lease from Canton Company of Baltimore to Trustees of The German United Evangelical Church of Canton, dated October 5, 1874 and recorded among the Land Records of Baltimore County in Liber J.B. No. 89, folio 113.
3. Deed from Canton Company of Baltimore to German United Evangelical Church of Canton, dated June 16, 1904 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 275, folio 581.

The name of German United Evangelical Church of Canton (sometimes known as Trustees of the German United Evangelical Church of Canton) having been changed to The United Evangelical Church of Baltimore, Maryland, by virtue of an Amendment to its Charter dated November 23, 1945.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); or this mortgage may be foreclosed, and the property herein sold, by the mortgagee or by Charles D. [unclear], its duly constituted attorney, after any such default shall have occurred, as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree, or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the County or City in which the land, or some portion thereof, is located; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of \$100.00 Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the trustee appointed by such decree, or 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 said sale, equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said Mortgagee covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee. And upon any 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 said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor covenants to keep the improvements on the land insured against loss by fire and/or other hazards, casualties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee, and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and/or other hazards, casualties and contingencies to inure to the benefit of the said mortgagee, to the extent of its lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire and/or other hazards, casualties and contingencies the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment at the option of the mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

AND the said mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

WITNESS: the signature of said body corporate, Mortgagee, by the hand of
its President and its corporate seal hereto affixed, duly attested
WITNESS: by its Secretary. (SEAL)

THE UNITED EVANGELICAL CHURCH OF
BALTIMORE, MARYLAND
BY: [Signature] President (SEAL)

ATTEST: (SEAL)

[Signature] Secretary

I HEREBY CERTIFY that on this _____ day of _____, in the year one thousand nine hundred and **fifty-six** before me the subscriber, a Notary Public of the State of Maryland, in and for **Baltimore** City, County, personally appeared

who acknowledged himself to be the **President of THE UNITED EVANGELICAL CHURCH OF BALTIMORE, MARYLAND**, a corporation, the within named Mortgagor, and that he, as such 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 **President**.
At the same time also personally appeared

the within named mortgagee(s), 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 also made oath that _____ is the agent of the mortgagee, duly authorized to make this affidavit.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

.....Notary Public

My commission expires: _____

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple forever.

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AND the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); or this mortgage may be foreclosed, and the property herein sold, by the mortgagee or by Charles S. Harris, its duly constituted attorney, after any such default shall have occurred, as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree, or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the County or City in which the land, or some portion thereof, is located; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of 100⁰⁰ Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the trustee appointed by such decree, or 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 said sale, equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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AND the said mortgagor covenants to keep the improvements on the land insured against loss by fire and/or other hazards, casualties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee, and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and/or other hazards, casualties and contingencies to inure to the benefit of the said mortgagee, to the extent of its lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire and/or other hazards, casualties and contingencies the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment at the option of the mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

AND the said mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall include the other, and every mention of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, assigns and assigns of the party so designated.

WITNESS: the signature of said body corporate, Mortgagor, by the hand of Fred W. Gross, its President and its corporate seal hereto affixed, fully attested, Secretary.

WITNESS: by its Secretary.

THE UNITED EVANGELICAL CHURCH OF BALTIMORE, MARYLAND.
BY: Fred W. Gross President

Harry C. Bayler
HARRY C. BAYLER
ATTEST
William Park, Jr.
WILLIAM PARK, JR. Secretary

STATE OF MARYLAND, BALTIMORE

CITY, COUNTY, TO WIT:

29th day of March

I HEREBY CERTIFY that on this ... before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, County, personally appeared Fred Williams who acknowledged himself to be the President of THE UNITED EVANGELICAL CHURCH OF BALTIMORE, MARYLAND, a corporation, the within named Mortgagor, and that he, as such 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 President.

At the same time also personally appeared The Mount Spring Agent of the within named mortgagee(s), 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 also made oath that he is the agent of the mortgagee, duly authorized to make this affidavit.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Harry G. Bayley

Notary Public

HARRY G. BAYLEY

My Commission Expires May 8, 1937

My commission expires:

William A. Davis Vice President

Assistant Secretary

THE MOUNTAIN TRUST COMPANY

FOR VALUE RECEIVED, The Mountable Trust Company does hereby release the within and foregoing mortgage and the mortgage debt secured thereby. Witness the signing of said corporation by its President and the corporate seal hereunto affixed this 29th day of March, 1937.

93.50 THE MARYLAND TITLE GUARANTEE COMPANY MORTGAGE

FROM 85000.00

THE UNITED EVANGELICAL CHURCH OF BALTIMORE, MARYLAND TO THE EQUITABLE TRUST COMPANY

Block No. 6459

Received for Recor. MAR 31 1937

at 4 o'clock P.M. Same day recorded in Lib. M.F.P. No. 10077 Folio 371 &c. one of the Land Records of Baltimore City

and examined per M. LUTHER PITTMAN Clerk

Cost of Record \$ 1.25

123.276 ... Examined by ... for Record