No. 6226. Equity.

bordering upon the lands of John W. Crum, Jacob D. Dinterman, Dina Garber and Eawance Kanode, and more fully described in a deed from John David Crum and Margaret E. his wife, bearing even date herewith and to be recorded among the Land Records of Frederick County the same containing 34 acres and 4¾ square perches of land more or less. Provided that if the said William E. Eaves shall pay on or before the Eighteenth day of January in the year One thousand eight hundred and eighty eight to the said Thomas Harris the sum of Eight hundred fifty ($850.00) dollars with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith payable to the said Thomas Harris or order on the Eighteenth day of January aforesaid then this Mortgage shall be void. And the said William E. Eaves for himself his heirs and personal representatives hereby covenants with the said Thomas Harris his personal representatives and assigns that in default of payment of said note the said Thomas Harris may enter and take possession of the property aforesaid, Provided that until default of payment of the said note at maturity the said William E. Eaves shall possess the premises as of his present estate therein, and provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid then it shall be lawful for the said Thomas Harris to sell the said Mortgaged premises at the premises by public Auction for Cash after giving at least twenty days' public notice of the time, place and terms of sale in some Newspaper published in Frederick County prior to the day of Sale, and to apply the proceeds of such sale to the payment in the first place of the Expenses necessarily attending said sale and then to the payment of the said debt and the surplus if any to pay to the said William E. Eaves. And the said William E. Eaves for himself his heirs Executors and Administrators Covenant with the said Thomas Harris his executors administrators and assigns that he will during the Continuance of this mortgage keep the Mortgaged property insured for the sum of Eight hundred and fifty dollars paying the premiums thereon from time to time as they fall due and that he will assign the policy of Insurance to the said Thomas Harris for his benefit in case of loss by fire. And he further covenants in like manner that should he fail in this particular, and the said Thomas Harris pay the premiums for the said Insurance, the Amount of the premiums so paid with interest thereon shall be a lien on the Mortgaged property as though included in the first instance in the Mortgage itself, and the said William E. Eaves for himself his heirs executors and administrators further Covenants with the said Thomas Harris his executors administrators and assigns that he will pay all taxes assessments public dues or Charges levied or to be levied by law as well on the Mortgage debt created or secured hereby as upon the property hereby Mortgaged on or before the first day of October in the year for which said assessment may be made,