

Therefore, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interests due thereon, and the surplus, if any to pay the same to the said John L. Zacharias and Carrie G. Zacharias, his wife, or their heirs or assigns.

AND the said John L. Zacharias and Carrie G. Zacharias, his wife, hereby covenant and agree that if they should default in the performance of any any of the things herein covenanted to be done and performed by them, and the property herein mortgaged shall be advertised under the power of sale herein contained, then and if ~~from~~ any cause said said shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale that have accrued up to the time of the discontinuance of such sale, including counsel fees, and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said John L. Zacharias and Carrie G. Zacharias, his wife, covenant that they shall pay the same as they also expressly covenant that they will pay the mortgage debt herein mentioned and the interest thereon.

And the said John L. Zacharias and Carrie G. Zacharias further covenant and agree with the said the Emmitsburg Savings Bank, that they will keep, during the continuance of this mortgage, the buildings erected upon the said mortgaged premises insured for a sum of not less than Forty-five Hundred Dollars (\$4,500.00) in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and payable, and that they will assign the policy or policies of insurance to, or cause the same to be made payable to the Emmitsburg Savings Bank for its benefit in case of loss or damage by fire.

Witness our hands and seals the day and year first above written.

Test:- J. Henry Stokes.

John L. Zacharias (seal)  
Carrie G. Zacharias (seal)

State of Maryland, Frederick County, ss.

I hereby certify that on this 24th day of October, A. D. 1916, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared the above named John L. Zacharias and Carrie G. Zacharias, his wife, mortgagors, and did each acknowledge the foregoing instrument by them signed to be their respective act and deed.

AND at the same time also personally appeared J. Lewis Rhodes, the president and agent of the Emmitsburg Savings Bank of Frederick County, Maryland, mortgagee, who made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth; and the said J. Lewis Rhodes, president and agent as aforesaid also made oath in due form of law that the said mortgagee has not required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will said mortgagee require any tax levied thereon to be paid by the mortgagors or by any person for them during the existence of this mortgage; and the said affiant further and in like manner made oath that he is the president and agent of the said mortgagee and authorized by the said mortgagee to make these affidavits.

Witness my hand this 24th day of October, A. D. 1916.

J. Henry Stokes  
Justice of the Peace.

For value received The Emmitsburg Savings Bank of Frederick County, a body corporate of the State of Maryland, hereby transfers and assigns the within and foregoing mortgage to Charles W. Dorcus, without recourse.

Witness the signature of the President of the said The Emmitsburg Savings Bank of Frederick County and its corporate seal duly attested by its cashier this 4th day of Jan, A. D. 1923.

J. Lewis Rhodes  
President Emmitsburg Savings Bank.