

Executors of the said Theodore A. Buessing, deceased, unto George A. Everhart, one of the mortgagors herein, by deed dated February 23, 1915 and recorded in Liber H.W.B. No. 312 folio 57 one of the Land Records of Frederick County.

Together with all buildings, improvements, rights, ways, waters, commons, easements, benefits, privileges and appurtenances whatsoever thereunto belonging or in any wise appertaining.

Provided that if the said George A. Everhart and Mary L. P. Everhart his wife shall pay at maturity the promissory note given for said indebtedness of Seven Thousand Four Hundred Ninety 75/100 dollars of even date herewith by said George A. Everhart and Mary L. P. Everhart his wife, mortgagors herein, payable six months after date and made payable to the said Commercial State Bank of Frederick Maryland, or order, and all renewals thereof, with all interest due thereon, and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

And the said mortgagors hereby covenant; That they are seized of the land hereby conveyed; that they have the right to convey said land and will warrant generally the same; that \_\_\_\_\_ will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they will pay the aforesaid mortgage debt and interest thereon when the same is due and payable, as herein above set forth and according to the tenor of said note; and will keep the buildings and improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy to the said Commercial State Bank of Frederick, Maryland, and will pay all taxes on the real estate hereby conveyed; and do further covenant that should they fail in paying the said taxes and insurance premiums and said Commercial State Bank of Frederick, Maryland should pay the same, then the amount of the taxes so paid and 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.

Provided that if default shall be made by the said George A. Everhart and Mary L. P. Everhart his wife, in the payment of the said promissory note at maturity, or any renewal thereof, when due, or of any interest thereon when due, or if default shall be made in the performance of any of the covenants in this mortgage, then it shall be lawful for Hammond Clary Cashier of said Bank, or any assignee of this mortgage, to enter and possess and sell the said mortgaged premises at the Court House Door Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three week's public notice of the time, place, manner and terms of sale in some newspaper published in said County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee or party making the sale and then to the payment of the said promissory note, with any interest due thereon, or any renewal thereof, with the interest due thereon, so that all monies owing under this mortgage shall be paid, and to pay the amount of the taxes and insurance premiums paid by the mortgagee or assignee with interest thereon from the time paid, and to pay the surplus to the said mortgagors, and in case payment should be made after advertisement under said power, then accrued expenses, counsel fees and only half commissions shall be paid by the said mortgagors.

Witness our hands and seals.

Test; Daphne M. Moore.

Geo. A. Everhart (seal)  
M. Letitia P. Everhart (seal)

State of Maryland, Frederick County, to-wit; -

I hereby certify, That on this 4th day of October in the year 1922 before the Subscriber, a Notary Public of the State of Maryland in and for Frederick County, personally appeared George A. Everhart and Mary L. P. Everhart his wife and did each acknowledge the foregoing mortgage to be their respective act and deed. And at the same time personally appeared before me Hammond Clary, Cashier and Agent of the said Commercial State Bank of Frederick, Maryland, and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth; and the said Hammond Clary, Cashier and agent of the aforesaid Bank, also made oath in due form of law, that he has not, nor has the said Bank required the Mortgagors, their Agent or Attorney, or any person for the