

said promissory note, they, therefore do execute this mortgage.

Now, Therefore, in consideration of the premises and of the sum of five dollars in hand paid, the receipt of which is hereby acknowledged, we, the said Eltee Norwood and Fannie Norwood, his wife, do hereby grant and convey unto the said Oscar Baumgardner, his heirs and assigns in fee simple, all those tracts, parts of tracts, and lots and parcels of land situate lying and being in Woodville District, in Frederick County, Maryland, that were conveyed unto the said Altee Norwood and Fannie Norwood, by Clifton A. Mullinix and Bessie A. Mullinix, his wife, by deed dated the 11th day of December, 1915, which deed is intended shall be recorded prior to the recording of this mortgage. Said tract of land being fully described in a deed from Charles E. Poole and wife and others to the said Clifton A. Mullinix and Bessie A. Mullinix, dated the 30th day of October, 1913, and recorded in Liber H. W. B. No. 308, folio 21 &c., one of the Land Records of Frederick County.

Provided, that if the said Eltee Norwood and Fannie Norwood his wife, shall pay the said indebtedness of Seven Hundred dollars, and the interest thereon when the same shall become due and payable, according to the terms of said promissory note, which money was furnished by the said Oscar Baumgardner as a part of the purchase money for said land, and shall comply with all other covenants and agreements herein on the part of the said mortgagors contained, then this mortgage shall be void, otherwise to remain in full force and effect.

And the said Eltee Norwood and Fannie Norwood, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant that they will pay said sum of money and the interest thereon according to the tenor of said promissory note; that they will pay all taxes which may be levied on the property hereby mortgaged when the same shall become due and payable; that they will keep all buildings and improvements thereon insured against loss or damage by fire for the use and benefit of said mortgagee.

And it is hereby further provided, That if default shall be made in the payment of said promissory note at maturity, or the interest thereon when the same shall be due and payable, or if default be made in the compliance with, or the performance of any of the covenants or agreements herein on the part of the said mortgagors contained, and the payment hereof having been demanded, then it shall be lawful for the said Oscar Baumgardner, or his assigns to enter and take possession of the property and premises hereby mortgaged, and sell the same at Public Sale for cash, after having given at least three weeks previous notice of such sale published in some newspaper published in Frederick County, and by hand bills posted conspicuously in Woodville District, of the time, place, manner and terms of sale, said sale to be held on the mortgaged premises or at the Court House door in Frederick City, Maryland, and apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, then to the payment of the promissory note aforesaid, with all interest due thereon, and the surplus, if any, to pay over to the said Eltee Norwood and Fannie Norwood, their personal representatives or assigns.

Witness our hands and seals.

TEST: Archley R. Molesworth

Eltee Norwood (Seal)

Fannie Norwood (Seal)

STATE OF MARYLAND, FREDERICK COUNTY, ss

I hereby certify that on this 12th day of February, in the year A. D. nineteen hundred and sixteen, before me the subscriber, a Notary Public of the County and State aforesaid, personally appeared Eltee Norwood and Fannie Norwood, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed. And at the same time before me also personally appeared Oscar Baumgardner, the mortgagee named therein, and made oath in due form