

of the said Mortgagee, its ^{successors} ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its ~~successors~~ ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same:

And the said Mortgagor, for himself, his heirs, personal representatives and assigns; do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its ~~successors~~ ~~personal representatives~~ or assigns, or L. Pearce Bowlus, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission:

And it is agreed that, until default be made in the premises, the said party of the first part, his heirs, executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenant to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Six Thousand, Two Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to insure to the benefit of the said Mortgagee, its ^{successors} ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness my hand and seal.

TEST:

Helen M. Glaze
Helen M. Glaze

W. Benton Harn [SEAL]
W. Benton Harn

[SEAL]

[SEAL]

State of Maryland, County of Frederick, ss:
I Hereby Certify, that on this 30th day of September, in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. BENTON HARN, unmarried, the Mortgagor named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be his act. At the same time also appeared FRANK A. CONAWAY, Executive Vice-

President of The FIRST NATIONAL BANK of MOUNT AIRY, Mortgagee, 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 that he is authorized to make this affidavit for and on behalf of said corporation.

Filed October 17, 1957

Helen M. Glaze
Helen M. Glaze Notary Public.