

lawful for the said Ruth B. Gillelan, or her assignees to sell the said property and premises hereby mortgaged, in front of the Post Office in Emmitsburg, Frederick County, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner, and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the Promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable according to the tenor of said Promissory Note or not, and the surplus, if any, to pay the same to the said Albert R. Smith or to whoever may be entitled to the same.

AND THE SAID Albert R. Smith covenants that he will keep during the continuance of this Mortgage the buildings erected on the said mortgaged premises insured for Fifteen Hundred (\$1500.00) Dollars in some reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that he will cause the Policy of Insurance to be so transferred or endorsed as to inure to the benefit of the said Ruth B. Gillelan, in case of loss or damage by fire.

WITNESS OUR HANDS AND SEALS.

*Albert R. Smith* (SEAL)  
*Margaret M. Smith*

TEST:

*[Signature]*

STATE OF MARYLAND )  
COUNTY OF FREDERICK )

NOTARY PUBLIC

I hereby certify that on this 10 day of May A. D. 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Frederick, personally appeared Albert R. Smith and Margaret M. Smith, his wife, the said mortgagors and acknowledged the foregoing mortgage to be their act.

My Commission expires May 11, 1935.

*[Signature]*  
Notary Public