

payments in any one year equals or exceeds twenty per cent of the original principal amount of the loan; (7) that all payments by the Mortgagor to the Mortgagee, its successors or assigns, may be applied by the Mortgagee, its successors or assigns, as follows: first, to the payment of interest on the principal debt; second, to the fund to be accumulated for payment of taxes and insurance premiums, as hereinbefore provided; third, to the payment of any amounts owing and payable by the Mortgagor to the Mortgagee, its successors or assigns, on account of payments made by the Mortgagee, its successors or assigns, for the Mortgagor for ground rents, insurance premiums, maintenance and repair costs, taxes, water and sewerage disposal rents, and other charges, levies and assessments chargeable against the mortgaged property, as hereinbefore provided; and the balance, if any, on the principal debt; and this right as well as a right to change at any time the order of applying any payment by the Mortgagor to the Mortgagee, its successors or assigns, may be exercised by the Mortgagee, its successors or assigns, regardless of any designation by the Mortgagor of the purpose or purposes for which the Mortgagor may desire any payment by the Mortgagor to be applied; (8) that the Mortgagor will not convey or allow the whole or any part of the mortgaged property or any right, title or interest in or to the same to be acquired in any manner by any other person or persons or corporation, without the written consent of the Mortgagee, its successors or assigns; and whether such consent be given or withheld, the Mortgagor in any event shall remain bound by and liable for the performance of all covenants contained in this mortgage; (9) that a waiver, express or implied, of any default by the Mortgagor in compliance with any covenant herein shall not be construed as a waiver of any subsequent default in compliance with the same or any other covenant herein; (10) that if default in compliance with any covenant herein shall occur, at any time thereafter all indebtedness hereby secured may be made immediately due and demandable, at the option of the Mortgagee, its successors or assigns, and the Mortgagee, its successors or assigns, may enter upon and take possession of the mortgaged property and receive the rents and profits therefrom becoming due after such default, and the Mortgagee, its successors or assigns or

Robert H. Brindle

its attorney, is hereby authorized and empowered to sell the mortgaged property, or so much as may be necessary, upon such terms and on such contingencies as the party making sale may determine, and to convey the same to the purchaser, after giving not less than twenty days' notice of the time, place and terms of sale by advertisement in some newspaper published in the County in which the mortgaged property or some portion thereof is located, and after giving bond as required by law; and the proceeds of sale shall be applied, first, to the payment of all expenses incident to sale, including a counsel fee and a commission to the party making sale equal to the commissions allowed trustees on sales under decrees or orders of the Circuit Court for said County, then to pay all indebtedness hereby secured, and the balance, if any, to the Mortgagor or whomever may be entitled thereto; but if the Mortgagor shall pay all indebtedness hereby secured after advertisement of sale shall have been started, but before sale, the Mortgagor will also pay, to the party advertising the property for sale, all expenses incurred as a result of the default of the Mortgagor and one-half of the commission hereinbefore provided for, and until such payment the Mortgagor shall not have the right to a release of this mortgage; but if the Mortgagor shall pay all indebtedness hereby secured after notice of intention to foreclose shall have been given to the Mortgagor, but before advertisement of sale shall have been started, the Mortgagor will also pay all expenses incurred as a result of the default of the Mortgagor, including such attorney fee for services rendered by the attorney for the Mortgagee, its successors or assigns, as the Mortgagee, its successors or assigns, may deem reasonable and proper, and until such payment the Mortgagor shall not have the right to a release of this mortgage; (11) that the Mortgagor will warrant generally the property hereby conveyed; (12) that the Mortgagor will execute such further assurances thereof as may be requisite; (13) that the words "the Mortgagor" as used in this mortgage are intended to mean and shall be construed to mean "the Mortgagors" in case two or more mortgagors execute this mortgage.

WITNESS the hand and seal of the Mortgagor.

Witness:

<u>I. Mary Staley</u> I. Mary Staley	<u>Conner H. Gross</u> Conner H. Gross	(SEAL)
_____	<u>Eleanor R. Gross</u> Eleanor R. Gross	(SEAL)
_____	_____	(SEAL)
_____	_____	(SEAL)

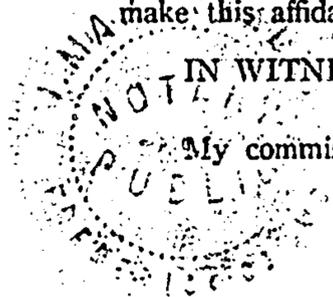
STATE OF MARYLAND, FREDERICK COUNTY, to wit:

On this the 27th day of November, A. D. Nineteen Hundred and Fifty-Nine, before me, the undersigned officer, a Notary Public of the State of Maryland, in and for said County, personally appeared **Conner H. Gross and Eleanor R. Gross, his wife**

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and before me also personally appeared **Manuel M. Weinberg** an agent of the above named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: **May 1, 1961**



I. Mary Staley
I. Mary Staley, Notary Public.