

ciently given if published four (4) successive weeks prior to such sale in some newspaper published in Frederick County, Maryland, or in such other manner as may be reasonably expected to give the notice of such sale and as may be required by law, and any such sale may be adjourned by the Trustee by announcement at the time and place appointed for such sale or for such adjourned sale or sales without further notice and publishing, such sale shall be made at the time and place from which the same shall be so adjourned; or in the event a receiver or trustee is appointed for the property of the borrowers, or any of them, either in bankruptcy or in equity, or in case the Borrowers ~~execute a deed of trust of their~~ ^{execute a deed of trust of their} property for the benefit of creditors, then the whole indebtedness shall, at the option of the holder of the note, be and become due and payable, and whether or not such option is exercised, interest shall run from such time at the rate of six per centum (6%) per annum, at the option of the holder of the Note.

7. Upon the completion of any sale or sales, the Trustee or the court officer conducting any such sale shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed of conveyance or assignment and transfer, lawfully conveying, assigning and transferring the property sold. The receipt of the Trustee or of the court officer conducting any such sale shall be full and sufficient discharge to any purchaser of the property, or any part thereof, sold as aforesaid for the purchase money; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money.

8. In the case of any sale of the trust property or any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, shall be applied as follows:

First, to the payment of the costs, expenses and other charges of such sale or sales, including a commission to the person or persons making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity court of Frederick County, and of all taxes, assessments or liens prior to the lien of the Deed of Trust, except any taxes, assessments or superior liens subject to which said sale or sales shall have been made;

Second, to the payment of the indebtedness hereby secured; and

Third, to the payment of the balance, if any, to the Borrowers or to whosoever may be lawfully entitled to receive the same.

9. Immediately upon the first insertion of an advertisement of any sale of the trust property, or any part thereof under the Deed of Trust, there shall be and become due and owing by the Borrowers to the person or persons inserting said advertisement or notice, all expenses incident to said advertisement or notice, all costs and all expenses incident to such sale, and a commission on the total amount of the indebtedness hereby secured equal to one-half the percentage allowed as commissions to trustees making sales under orders or decrees of the Equity Court of Frederick County, and such person or persons shall not be required to receive the principal and interest only of the indebtedness hereby secured in satisfaction thereof, but said sale may be proceeded with unless, prior to the day appointed therefor, tender is made of said principal, interest, expenses, costs and commissions.

10. Until a default in any of the covenants, agreements or conditions imposed on the Borrowers shall happen and shall be continuing (but not thereafter), the Borrowers shall have possession of the trust property and shall have the right to use and enjoy the same and to receive the rents, issues and profits thereof. If one or more such defaults shall happen and shall be continuing, the holder of the Note shall be entitled as a matter of right and to the extent permitted by law, without notice to the Borrowers, and without regard to the adequacy of the security, to the immediate appointment of a receiver of the trust property and of the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court or courts making such appointment shall confer, and the earnings, revenues, rents, issues, profits and other income thereof and therefrom after the appointment of a receiver are hereby assigned to the holder of the Note as additional security under the Deed of Trust.