

Michael, his wife, shall make a default in the payment of the promissory note aforesaid, or shall make default in the payment of any renewal of the same whether it be renewal in whole or in part, and shall fail to save harmless the said Alexander J. McKenna from loss, costs, suits and damages by reason of his suretyship, then it shall be lawful for the said Alexander J. McKenna, his personal representatives or assigns to sell public auction for cash at the premises, after giving three weeks notice of the time, place, manner and terms of sale by advertisement once a week for three successive weeks prior to the day of sale in some newspaper published in Frederick County, and he shall apply the proceeds as follows: 1st to the payment of all the costs and expenses attending said sale including commissions and counsel fees; then to the payment of the above mentioned promissory note or any renewal of the same, whether renewal for the whole sum or only a portion thereof which shall be unpaid by the said Marion S. Michael and Alice W. Michael and the reimbursement of all monies, costs, charges, expenses and damages expended and laid out by the said Alexander J. McKenna by reason of his being surely as aforesaid, and the residue if any to the said Alice W. Michael. Witness our hands and seals.

Test:

C.H.Eckstein

Marion S. Michael (SEAL)

Alice W. Michael (SEAL)

State of Maryland, Frederick County, Sct.

I hereby certify that on this 14th day of March A.D.1895, before the subscriber as Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared the above named Marion S. Michael and Alice W. Michael, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed.

C.H.Eckstein J.P.

State of Maryland Fredk.Co. to wit:

I hereby certify that on this 14th day of March 1895, before the subscriber a Justice of the Peace for the County & State aforesaid personally appeared Alexander J. McKenna & duly made oath on the Holy Evangelical of Almighty God according to law that the consideration mentioned in the above & foregoing mortgage is true & bona fide as therein set forth.

Jerningham Boone J.P.