

THAT it will pay all taxes, assessments, water rents, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due, together with fire insurance premiums herein required to be paid on the property hereby mortgaged;

THAT it will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a sum of not less than \$15,000.00 against loss by fire, and extended coverage, in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that it will maintain and deliver to the mortgagee the policy of insurance against loss by fire and extended coverage, or other casualty which the mortgagor may carry, and cause the same to be made payable to the said mortgagee for its benefit in case of loss or damage by fire or other casualty; and the said mortgagor further in like manner covenant and agree that should it fail in any of these particulars, and the said mortgagee pay the premiums and assessments necessary to keep said policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

AND the said mortgagor further covenant to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant to keep the premises hereby mortgaged in good tenable repair, in the judgment of the said mortgagee, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the said single bill aforesaid at maturity, and the interest thereon to accrue, or any installment thereof, or in the payment of any renewal or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagee, or ~~James McSherry~~ ^{Richard R. Burgee}, as Trustee, to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale at the court house door in Frederick City, Frederick County, Maryland at public auction for cash, after having given at least twenty (20) days previous notice of such sale inserted in some newspaper published in Frederick County, Maryland of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the single bill aforesaid, or renewal thereof, with all interest due thereon to the date of payment, and the surplus, if any, shall be paid to the said mortgagor or to its ~~heir~~ successors or assigns.

THAT if the mortgagor shall default in the performance of any of the things hereby covenanted to be done and performed by it and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and the interest remaining unpaid, in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said mortgagor covenant and agree that it will pay the same.

THAT if during the continuance of this mortgage the mortgagor shall fail to pay all taxes, water rent, assessments, public dues and charges when legally due, upon the payment of such taxes, water rent, assessments, public dues and charges by the mortgagee, such sums as shall be paid with interest thereon shall be a debt of the mortgagor and a lien on the herein mortgaged property as though included in the first instance in the mortgage itself.

IN TESTIMONY WHEREOF, The Francis Scott Key Plaza, Inc. has caused this mortgage ~~WITNESS XXXXXXXXXXXXXXXXXXXXXXXX~~ to be executed by Robert W. Russell, its President, and the corporate seal affixed hereto and attested by its Secretary, on the day and year first above written.

~~WITNESS:~~

ATTEST:

Edwin Jacobson Jr.

THE FRANCIS SCOTT KEY PLAZA, INC.

BY: Robert W. Russell (SEAL)

Farmers and Mechanics National Bank, a body corporate, formerly The Farmers and Mechanics-Citizens National Bank, a body corporate, hereby assigns the within and aforegoing mortgage to Benjamin B. Rosenstock for the purpose of foreclosure.

IN TESTIMONY WHEREOF, Witness the signature of Farmers and Mechanics National Bank, a body corporate, formerly The Farmers and Mechanics-Citizens National Bank, a body corporate, by its President and attested by its Assistant Cashier with its corporate seal affixed this 29th day of October, 1969.

ATTEST:

C. Edward Keefer, Jr.
C. Edward Keefer, Jr.
Assistant Cashier

FARMERS AND MECHANICS NATIONAL BANK, A BODY CORPORATE, FORMERLY THE FARMERS AND MECHANICS-CITIZENS NATIONAL BANK, A BODY CORPORATE

By: Benjamin L. Shuff
Benjamin L. Shuff
President

Assignment recorded and filed October 31, 1969

Test: Ellie C. Wachter, Clerk