

**Now, Therefore, This Indenture Witnesseth,** that the parties of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which before the sealing and delivering of these presents is hereby acknowledged, have granted, and do hereby grant, unto the party of the second part, the following described land and premises, situate in Frederick County, Maryland known and distinguished as Lot numbered Twenty (20), in Block lettered "A", in the subdivision known as "DISCOVERY, SECTION THREE, PLAT ONE", as per plat recorded in Plat Book 7, Plat No. 109, among the Land Records of Frederick County, Maryland.  
 Subject to Covenants of Record

**Together with** all electric fixtures, venetian blinds, screens and screen doors, kitchen cabinets, refrigerating equipment and refrigerators, furnaces and heating plants, gas and electric ranges, hot water heaters and equipment, and all plumbing, heating and lighting fixtures now installed or hereafter installed or used in the premises aforesaid (it being the intention of the parties hereto, their heirs, successors and assigns, that all of such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to); together with all the improvements, ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of the parties of the first part, of, in, to, or out of, the said land and premises;

**In and Upon the Trusts, Nevertheless,** hereinafter declared, that is to say: IN TRUST to permit said parties of the first part, their heirs, devisees or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof to take, have, and apply to and for their sole use and benefit, until default be made in the payment of the promissory note hereby secured or any instalment of principal or interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as herein provided;

**And** upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale as hereinafter provided, to release and reconvey the said described land and premises unto the said parties of the first part, Tenants by the/ heirs, devisees or assigns, at their cost;

**And** it is hereby further understood and agreed that, prior to executing a partial or complete release under the terms of this Trust, the Trustee or Trustees shall be entitled to charge and receive a fee of \$25.00 for each such release, or \$25.00 for each lot secured hereby so released.

**And Upon this Further Trust,** upon any default being made in the payment of said note or of any instalment of principal or interest thereon, or on any renewal or extension thereof, when and as the same shall become due and payable, or, while this trust exists, upon default being made in the payment, when due, of any tax or assessment, general or special, now or hereafter assessed against said premises, or any insurance premium, or any part thereof, or upon any default in keeping the improvements on said land insured against loss by fire and other hazards as hereinafter agreed, in the name, and to the satisfaction, of the party hereto of the second part, or substituted trustee (who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied); or upon any default in payment on demand of any money advanced by the said Chevy Chase Savings and Loan, Inc. as herein provided for, on account of any proper cost, charge, obligation, commission or expense in and about the same, or on account of any tax or assessment or insurance, counsel fees, or expense of litigation, with interest thereon at Eight per centum per annum from date of such advance (it being hereby agreed that on default in the payment of any one of said costs, obligations, expenses, taxes, assessments, insurance, counsel fees or expenses of litigation as aforesaid Chevy Chase Savings and Loan, Inc. may pay same, and all sums so advanced, with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand); or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein contained; then and at any time thereafter, the said party of the second part, or the trustee acting in the execution of this trust, shall have the power and it shall be their or his duty to sell, and, in case of any default of any purchaser, to resell, the said land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement, as the party of the second part, or the trustee acting in the execution of this trust, shall deem advantageous and proper, and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase moneys; and out of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, obligations and expenses, including all fees and costs herein provided for, and all moneys advanced as hereinbefore provided, taxes, assessments, insurance, counsel fees, and expense of litigation as aforesaid, with interest thereon as aforesaid, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the gross amount of said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of Chevy Chase Savings and Loan, Inc.; and, LASTLY, to pay the remainder of said proceeds, if any, to said parties of the first part, their heirs, devisees or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs, devisees or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession;

**And** it is further agreed that if the said property shall be advertised for sale as herein provided and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.