

5. That in the event of default in the payment of said Mortgage Debt, or any installment thereof, at the time limited for said payment, or in the event of default in any agreement, covenant, or condition of this Mortgage, then, and in either of said events, the entire Mortgage Debt shall be deemed to be due and demandable at the option of said Mortgagee; and, the Mortgagor, in accordance with the provisions of Article 21 of the Maryland Annotated Code, the Maryland Rules of Procedure, or any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (i) declare his assent to the passing of a decree for the sale of property after a default shall have occurred as aforesaid and (ii) authorize the Mortgagee or John T. Bell, its attorney and/or agent, after any such default shall have occurred as aforesaid, to sell the property. Any such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made in accordance with said laws, rules, or procedures of the State of Maryland; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. It is agreed that upon any sale of said property under this Mortgage, whether the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows: (i) to the payment of all expenses incident to said sale, including a counsel fee of.... Three Hundred.... Dollars (\$300.00.....) for conducting the proceedings if without contest (but if legal services be rendered to the Mortgagee or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the expenses shall be allowed out of the proceeds of sale as the Court may deem proper) and including also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decrees of a court of equity in Maryland; (ii) to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's report; and (iii) the balance, if any, to the Mortgagor. It is agreed that half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the Mortgage Debt shall be paid after any advertisement of said property, but before the sale thereof. The Mortgagee may elect to make a foreclosure sale hereunder subject to any one or more existing tenancies, in accordance with Article 21, Section 7-105d, of the Maryland Annotated Code.

MORTGAGOR covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite.

Whenever used herein, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The terms "Mortgagee" and "Mortgagor" as used herein shall include the heirs, personal representatives, successors, and assigns of the party so designated. It is mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or future exercises thereof or the exercise of any right or remedy.

The Mortgagor certifies that prior to the execution of this Mortgage he has received a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with such loan as required by Article 66 of the Maryland Annotated Code.

WITNESS the hand and seal of said Mortgagor.

TEST: James R. Clifford
 JAMES R. CLIFFORD

MORTGAGOR: William I. Darter, Jr.
 WILLIAM I. DARTER, JR. (SEAL)

STATE OF MARYLAND
 (City/County), to wit:

STATE OF MARYLAND
 MONTGOMERY (City/County), to wit:

On this 26th day of SEPTEMBER, 1975, before me, the undersigned officer, personally appeared WILLIAM I. DARTER, JR.

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



James R. Clifford
 James R. Clifford
 Notary Public

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