

as commission on such sum to trustees making sale under orders or decrees of the equity courts having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs and commission.

7. Should the Mortgagors fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges levied or assessed or which may be levied or assessed on the property or on the mortgage debt and interest, when due or to keep the property in proper repair, or to keep the property insured as agreed herein, or shall permit any lien or encumbrance upon the property superior to the lien of this Mortgage, the Mortgagee may make such payments or repairs or insure the property against such loss in such an amount as may be necessary to secure the mortgage debt, and any sum so paid shall be added to the principal of the mortgage debt and shall bear interest at the rate of six per cent per annum.

8. Should all or any part of the property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the mortgage debt and all such proceeds are hereby assigned to the Mortgagee.

9. The Mortgagee may at any time renew this Mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this Mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of the property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal of and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors, or any of them, from any of the covenants or conditions of this Mortgage, or releasing the unreleased part of the property herein described from the lien of this Mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

10. Until default is made in any covenant or condition of this Mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this Mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

11. Upon default in any of the covenants or conditions of this Mortgage, any funds on deposit with the Mortgagee in the names of the Mortgagors or any of them, and all securities and property of the Mortgagors or any of them, in the possession of the Mortgagee whether as collateral security or held in a mortgage expense account or otherwise, may be held by the Mortgagee as additional security and may be applied to the payment of any sums due the Mortgagee under the terms of this Mortgage.

12. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this Mortgage are not in limitation of but in addition to those to which the Mortgagee is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing.

13. Before the full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sum shall be secured by this Mortgage.

14. The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to the benefit of its successors and assigns, are cumulative and not alternative, may be enforced successively or concurrently, and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other nor shall it be effective unless in writing and signed by the Mortgagee.

15. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

TEST:

Willard M. Horine
Willard M. Horine

Paul L. Brown
Paul L. Brown [Seal]

Willard M. Horine
Willard M. Horine

William C. Hardy
William C. Hardy [Seal]

Willard M. Horine
Willard M. Horine

Charles D. Bowie, III
Charles D. Bowie, III [Seal]

_____ [Seal]