(10) that the Mortgagor shall pay a late charge not to exceed the greater of Two Dollars ($2.00), or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof, to cover the extra expense involved in handling delinquent payments;

(11) that the mortgage debt may be prepaid in whole or in part without penalty, premium or fee, at any time, in an amount not less than the next ensuing installment of principal; not to permit any lien or encumbrance on the property except the lien of this Mortgage, or any statutory lien of any kind except liens for taxes and benefit charges not then delinquent, and except other purchase money liens; not to permit any lien or encumbrance on the property except the lien of this Mortgage, or any statutory lien of any kind except liens for taxes and benefit charges not then delinquent, and except other purchase money liens;

(12) in the event of default in any of the covenents herein by the Mortgagor, the Mortgagee may cause to be appointed, a receiver of the premises, who may take immediate possession thereof and collect the income therefrom;

(13) upon default, Mortgagee may enter upon to inspect or exhibit the premises to prospective bidders;

(14) immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagor, to the party inserting the advertisement or notice, all expenses incident to such advertisement or notice, all court costs, attorneys fees and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half the percentage allowed 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, attorney's fees and commission;

(15) and the said Mortgagor, in accordance with the provisions of the Code of Public General Laws of the State of Maryland, Maryland Rules of Procedure, and all local Rules of Court applicable thereto, or any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place only after a default has occurred in any of the conditions of this mortgage, as herein provided) and the said Mortgagor does hereby (2) also authorize the said Mortgagee, or its assignee, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, 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 may be made after giving notice required by law of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to be party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, including interest to date of ratification of Auditor's account at the rate then payable hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or to whomever may be entitled to the same.

(16) the said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, personal representatives, successors or assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

By the execution of this instrument the Mortgagor certifies that the sum received and secured by this Mortgage is in whole or in part the purchase money of the herein described mortgaged property.

WITNESS the hand and seal of said Mortgagor.

WITNESS as to all:

Merle C. Summers (SEAL)
Merle C. Summers

Charlotte M. Summers (SEAL)
Charlotte M. Summers

(SEAL)

Charles S. Martin (SEAL)
Charles S. Martin

9246