

and Fifty-two, to Wilbur C. Hargett and Grace L. Hargett, his wife, or order, their personal representatives or assigns, with interest from date at the rate of four and one-half per cent (4½%) per annum, payable with the payment of principal, now stand indebted unto the said Wilbur C. Hargett and Grace L. Hargett, his wife, in the sum of said promissory note recited and for the purpose of securing the payment of said promissory note at the maturity thereof and any renewal thereof in whole or in part, together with all interest that may accrue thereon, have agreed to execute these presents.

NOW, THEREFORE, in consideration of the above recited premises and the sum of Five Dollars (\$5.00) in hand paid, at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, we, the said Louis J. Glass and Mildred Glass, his wife, do hereby grant and convey unto the said Wilbur C. Hargett and Grace L. Hargett, his wife, all the following described real estate situate, lying and being in Frederick City, Frederick County, Maryland, and more particularly described as follows:

BEING Lots Numbers 5, 6, 9, 10, 11, 12, 13, 14 and 15 in Block "D"; Lots Numbers 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Block "E"; Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block "F"; and Numbers 1, 2, 3, 4, 5, 6, 7, and 8 in Block "G" of "Hargett's Addition", said lots being shown and designated on a plat of said "Hargett's Addition" prepared for Wilbur C. Hargett and Grace L. Hargett, his wife, by Frank W. Rothenhoefer, County Surveyor, on November 3, 1947, and recorded in Plat Book #3, folio 38, one of the Land Records of Frederick County.

BEING all of that real estate which was conveyed unto Louis J. Glass and Mildred Glass, his wife by Wilbur C. Hargett and Grace L. Hargett, his wife, by deed bearing even date herewith and intended to be recorded immediately prior hereto among the Land Records of Frederick County.

PROVIDED, that if the said Louis J. Glass and Mildred Glass, his wife, their heirs, personal representatives and assigns, shall pay the promissory note aforesaid at the maturity thereof together with all interest that may accrue thereon, and shall make no default in any agreement, covenant or condition of this mortgage, then this mortgage shall be void.

PROVIDED, FURTHER, that until default shall be made in the payment of the promissory note aforesaid at the maturity thereof, or until default shall be made in the payment of said interest payable quarterly, the said Louis J. Glass and Mildred Glass, his wife, shall occupy and possess the mortgaged premises as of their present estate therein.

BUT IF DEFAULT SHALL BE MADE in the payment of said promissory note when it matures and becomes payable, or if default shall be made in the payment of any one installment of interest thereon, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall become due and payable, and it shall be lawful for the said Wilbur C. Hargett and Grace L. Hargett, his wife, their heirs personal representatives and assigns, to sell the property hereby mortgaged, at public auction for cash at the Court House door in Frederick City, Frederick County, State of Maryland, after first giving, however, at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted at least once a week in some one or more of the newspapers published in Frederick County. and the proceeds of sale shall be applied, first, to the payment of all costs, charges and expenses of sale, including reasonable counsel fees, and such commissions to the person or persons making said sale as are usually allowed trustee for making sales of real estate, in equity; secondly, to the payment of the mortgage debt in full, together with all interest that may accrue thereon up to the time of payment; and the surplus, if any, shall be paid to the said Louis J. Glass and Mildred Glass, his wife, their personal representatives or assigns.

AND the said Louis J. Glass and Mildred Glass, his wife, for themselves, their heirs, per-