Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner (if a corporation, including the transfer of a majority stock interest), without the beneficiary's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs, successors and assigns, without the beneficiary's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing at the option of the holder of the note as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust,

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings contemplated within six/nine/twelve months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate of interest then payable from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the 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 to faithfully and fully keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as is required by law; and the Trustees shall not be required to sell less than the whole property and to convey the same 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 the application of the purchase money and shall apply the proceeds of said sale or sales; 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 the 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, its successors or assigns, 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 his assigns, or to whomever may be entitled to the same. Half of such commissions, and all Attorney's fees, and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

And the party of the first part, in order to more fully protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. If the debt is prepaid in whole or in part in any amount, such prepayment shall be subject to the terms and provisions as more fully set forth in the Note secured by this Deed of Trust.

2. Any deficiency in the amount of any such monthly payment, shall unless made good by the party of the first part prior to due date of next such payment, constitute an event of default under this Deed of Trust. The holder of this Note may collect a delinquent or "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 installments of principal and interest which is received at the office of the holder of this note more than fifteen (15) calendar days from the due date thereof to cover the extra expense in handling delinquent payments.

3. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear interest at the rate then payable hereunder and shall, be secured by this Deed of Trust.

4. That he will keep said premises in as good order and condition as they now and will not commit or permit any waste thereof, reasonable wear and tear excepted.