TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging to or in anywise appertaining.

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories, and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air-conditioning equipment, piping, tubing duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

TO HAVE AND TO HOLD the above described land and premises unto and to the proper use and benefit of said Mortgagee, forever, in fee simple, SUBJECT, HOWEVER, to the restrictions, conditions, and covenants fully set forth in a deed from Linganore Corporation to James L. Philapy and Catherine Ann Philapy, his wife, dated November 6, 1968, and recorded in Liber 793, folio 370, one of the Land Records of Frederick County, Maryland.

Provided, however, if the said Mortgagor, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void, and until default, the Mortgagor, may retain possession of the premises.

And the said Mortgagor covenants with the said Mortgagee, as follows:

(1) to repay the indebtedness, together with interest, as herein provided;

(2) to keep the buildings on the premises insured against loss by fire, windstorm, flood or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, in some company acceptable to the Mortgagee, to the extent necessary to protect its security thereon, and to deliver the policy and renewal receipts to the Mortgagee; and in case of failure of the Mortgagor, so to do, the Mortgagee may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage;

(3) to pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable, and if required by Mortgagee, to establish a fund to assure said payments, the Mortgagor shall pay to the Mortgagee in trust, on the first day of each month one-twelfth of the yearly aggregate of such items to enable the Mortgagee to pay the same when due. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest per annum then payable from the date of said payment, and the said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to;

(4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and to keep the property in good order, condition and repair and to permit the Mortgagee to enter upon and inspect the same; to make all proper renewals, replacements and additions of and to the property; and not to tear down the improvements nor materially change them nor permit them to be torn down or materially changed, without the written consent of the Mortgagee.

(5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefore as the Court may direct;

(6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, 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 Mortgagee's written consent, or should the same be encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of said principal sum, at the option of the Mortgagee, shall immediately become due and owing as herein provided;

(7) that this Mortgage shall also secure future advances as provided by the Laws of the State of Maryland;

(8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any installment, or after default in the performance of any of the aforegoing covenants or conditions;

(9) that the Mortgagee may collect and receive all awards hereafter made by any municipal, county, state or federal authority for the taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Mortgagee; that, at the option of the Mortgagee, the whole or any part of the proceeds of such awards may be applied to the payment of principal and interest secured thereby, whether then due or not, in such order and amounts as the Mortgagee may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this mortgage or be released to the Mortgagor, and any one or more of the preceding alternatives may be elected by the Mortgagee in such order as the Mortgagee may determine;