

Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner 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 shall immediately become due and payable, and the mortgage subject to foreclosure. (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (8) to pay a late charge of ten percent (10%) of the total amount of any delinquent or late periodic installment of interest or interest and principal or of interest and principal plus expense account payment, which is received at the office of Mortgagee more than (15) calendar days after the due date thereof; (9) this loan may be prepaid in whole or in an amount not less than the ensuing installment of principal; but after the construction term and during the permanent term, should the aggregate amount of prepayment in any one year exceed 20% of the original loan amount, six months interest will be charged on such amount that is in excess of 20%; (10) to pay to the attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the costs and expenses incident to the preparation and recording of a release of this mortgage.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, or Robert F. Vavrina or James D. Laudeman, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$4,000.00

Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any there be), to the said Mortgagor, or to whomever may be entitled to the same. Should the property described herein be advertised for sale hereunder and not sold, the Mortgagor shall pay, each and every time such event may occur, the following expenses and charges: (a) the expenses and costs incident to such sale to date, including the fee provided herein; and (b) one-half of the commission as herein provided computed on the amount of the debt hereby secured.

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite.

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, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind, and the benefits and advantages herein recited shall enure to the respective heirs, executors, personal representatives, successors and assigns of the parties hereto.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS the corporate seal of the said Mortgagor and the signature of its vice president.

[Handwritten Signature]
.....(SEAL)
ALTON G. NESBITT, doing business as
G.D.C. Construction Co.
.....(SEAL)
.....(SEAL)

STATE OF MARYLAND, *County of Frederick*.....(SEAL)

On this *9th* day of *May*, 19 *79*, before me,
a Notary Public of said State, personally appeared.....

ALTON G. NESBITT, doing business as G.D.C. Construction Co.
.....

known to me (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, ~~as the duly authorized vice president of said corporation by signing the name of the corporation by himself as vice president.~~

On the same day also personally appeared..... James D. Laudeman, Jr.
Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, that the amount of said mortgage loan has been paid over and disbursed pursuant hereto by the Mortgagee to either the Mortgagor or the settling Attorneys, or their respective agent, prior to the final and complete execution and delivery by the Borrower of this mortgage, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

[Handwritten Signature]
Notary Public.
[Circular Notary Seal]
[Handwritten Signature]
EDMUND M. WARD Attorney

My commission expires..... 7/1/82.....

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly submitted to practice before the Court of Appeals of Maryland.