



No 5051 Equity

any renewal thereof when such renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution then this Mortgage shall be void. Provided that until default be made in the payment of said promissory note at maturity or of any renewal thereof when such renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution the said Catharine Derr and Daniel Derr her husband may occupy and possess the Mortgaged premises as of their present estate therein; and provided that if default shall be made in the payment of the said promissory note at maturity or of any renewal of the same when such renewal shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution then it shall be lawful for Louis Mackell the President of the said Frederick Town Savings Institution or his successor in office to sell the said Mortgaged premises at the Court House Door in Frederick City, Frederick County Maryland by public auction for cash after first having given at least three weeks public notice of the time place and terms of sale by advertisement inserted in one or more of the Newspapers published in Frederick County once a week prior to the day of sale and to apply the proceeds of such to the payment in the first place of all costs charges and expenses attending such sale including the usual Commissions to the trustee making sale under this Trust clause and reasonable counsel fees for preparing Bond report of sale and attending to the ratification thereof and then to the payment of the said promissory note or renewal thereof with all interest due and which may accrue thereon up to the time of final payment and the surplus if any to pay the same over to the said Catharine Derr or her assigns and the said Catharine Derr and Daniel Derr her husband covenant with the said Frederick Town Savings Institution that during the continuance of this Mortgage they will keep the building erected on the Mortgaged premises insured in some safe and reliable Fire Insurance Company for a sum not less than five hundred Dollars paying the premium or payments thereon as they become due and that as an additional security they will assign the Policy of Insurance to said Frederick Town Savings Institution for its benefit in case of loss by fire; And the said Catharine Derr and Daniel Derr her husband further covenant in like manner that should they fail in this particular and the said Savings Institution pay the premium or payments necessary to keep said policy of Insurance in force the amount of the premium or payment so paid with the interest thereon shall be a lien on the Mortgaged premises as though originally incorporated in this Mortgage.

Test: The words bearing

Witness our hands and seals

was date with this Mortgage in latitude

Catharine Derr 
 Daniel Derr 

no 101 page 26 line before signing R. B. Bannick.