

No. 5216 Equity.

to Elias E. Delashmuth by deed dated 30th. day of March 1880, and recorded in Liber A. F. No. 1. folio 45840 One of the Land Records of Frederick County aforesaid, and more fully described in deed by Elias E. Delashmuth and Susan E. Delashmuth his wife to Beal H. Whalen, and Isaac C. Whalen, dated March 23rd, 1886, and duly recorded among the Land Records of the County aforesaid. Provided that if we the said Beal H. Whalen and Isaac C. Whalen do, and shall pay the amount as specified in the aforesaid sealed note at or before maturity, together with all interest thereon, accruing then this Mortgage to be void. And the said Beal H. Whalen and Isaac C. Whalen for themselves their heirs, executors, and administrators, covenants with the said Thomas Claggett his executors, administrators, and assigns, that they will during the continuance of this Mortgage keep the mortgaged property insured for the sum of Twenty-five Hundred dollars paying the premiums thereon from time to time as they fall due, and that they will assign the Policy of Insurance to the said Thomas Claggett for his benefit in case of loss by fire, and they further covenant in like manner, that should they fail in this particular, and the said Thomas Claggett pay the premiums for the said Insurance, the amount of the premiums so paid, with interest thereon shall be a lien on the mortgaged property as though induced in the first instance in the Mortgage itself. And the said Beal H. Whalen and Isaac C. Whalen for themselves their heirs, executors and administrators further covenants with the said Thomas Claggett, his executors, administrators, and assigns, that they will pay all Taxes, assessments, public dues, or charges levied, or to be levied by law, as well on the Mortgage debt created, or secured hereby, as upon the property hereby mortgaged. And the said Beal H. Whalen and Isaac C. Whalen for themselves their heirs and personal representatives hereby further covenants that they will pay the aforesaid money with all interest thereon, accruing according to the tenor of the sealed note aforesaid, and they further covenants and assigns in like manner that in default of payment of said sealed note and interest the said Thomas Claggett may enter and take possession of the property aforesaid. And it is hereby agreed between the parties hereto, that should the said Beal H. Whalen and Isaac C. Whalen fail to do, or perform any one or more of the things hereby by them agreed to be done, or performed it shall be held to be such breach of condition as shall authorize the said Thomas Claggett to proceed forthwith to a sale of the Mortgage property and the payment of the entire debt, interest costs and expenses. Provided that until default of payment of the said sealed note and interest, the said Thomas Claggett shall possess the premises as of his present estate therein, and provided that if default shall be made in the payment of the amount and interest as set forth in the sealed note aforesaid, then it shall be lawful for the said Thomas C. Claggett to sell the said mortgaged premises at Frederick City, by public auction for cash, after giving at least twenty days public Notice of the time place, and terms of sale in some Newspaper published in said City, prior to the day of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale, and the to the payment of the said debt, and the surplus