No. 5609 Equity

Clay late of Frederick County deceased) by deed bearing date on the seventh day of July in the year Eighteen hundred and sixty Eight and recorded in Liber C. M. No 2 folio 171 &c one of the Land Records of Frederick County aforesaid, as by reference thereto a full and perfect description of said parts of tracts and parcels of lands by metes and bounds courses and distances will appear. Provided that if the said John T. Quynn his Executors administrators or assigns shall pay to the said Frederick Town Savings Institution the sum of two thousand dollars in said promissory note recited when the same shall become due and payable by the terms of said promissory note, or if the said promissory note shall from time to time be renewed shall pay any renewal note or notes when the same shall become due and payable then this Mortgage shall be null and void. Provided that until default shall be made in the payment of said promissory note when due, or if renewed default shall be made in the payment of any note or notes which may be taken in renewal of said promissory note, the said John T. Quynn may occupy and possess the mortgaged premises as of his present estate therein. But if default shall be made in the payment of the said promissory note or if renewed default shall be made in the payment of any other note or notes which may hereafter be given in renewal thereof, or for any part thereof, then it shall be lawful for Joseph Cromer, as the Trustee or in case of his death or declining to execute this trust, of any other Trustee to be appointed by order of the Circuit Court for Frederick County as a Court of Equity in substitution and in place of said deceased or declining Trustee Consent hereby being given by the said Mortgagors without further notice to them, for the appointment of such Trustee to make sale of the said Mortgaged premises at public sale at the Court House door in Frederick City Frederick County Maryland for cash. But before making any such sale, the said Trustee authorized and empowered to make sale of said Mortgaged premises, shall first give at least three weeks previous notice of such sale inserted in one or more of the newspapers in Frederick County, of the time place manner and terms of sale, and the proceeds of such sale shall be applied as follows- first to the payment of all costs charges and expenses of sale, including the usual Commissions to such Trustee as may make such sale, and also reasonable Counsel fees for preparing bond, report of sale and attending to the ratification thereof- Secondly to the payment in full of the Mortgage debt and all interest that may have accrued on the same up to the time of payment, and lastly, the surplus if any, to be paid to the said John T. Quynn or to his assigns. And the said John T. Quynn Covenants and Agrees with the said Frederick Town Savings Institution that he will keep the buildings and improvements on the Mortgaged premises insured in some safe and reliable Fire Insurance Company for a sum of money not less than fifteen hundred dollars, during the continuance of this Mortgage, and that he will pay all premiums and assessments levied or to be levied thereon, and will as an additional Security assign the Policy of Insurance or cause the same to be paid to the said Mortgagee by entering such sum of money to its use in case of loss by fire.

Witness our hands and seals

John T. Quynn (Seal)

Mary M. Quynn (Seal)

Test

W. R. Johnson