

No. 5710 Equity

V. Mulligan his wife by deed bearing date the 5th day of March A.D. 1881 and duly recorded, in Liber B.F. No. 3, folio 29^{re} one of the same Records of Frederick County as by reference thereto will fully appear. Provided that if the said George S. Fox and Mary E. Fox his wife or either of them shall pay to the said Ellen V. Payne the said promissory note when the same shall become due and payable by the terms thereof, together with all interest that may be due thereon according to the tenor of said promissory note then this Mortgage shall be null and void. Provided that until default be made in the payment of the principal debt or interest the said Mortgage may process the said Mortgaged premises as of their present State therein. But if default shall be made in the payment of the Mortgage debt at maturity or of any installment of interest when due and payable, then it is hereby agreed, that the whole Mortgage debt shall become due and payable, whether the same has matured or not by the terms of said promissory note, and in the event of default the said Ellen V. Payne is hereby authorized to sell the said Mortgaged premises at public sale at the City Hotel, in Frederick City, Frederick County, State of Maryland, for cash; but before making sale the said Ellen V. Payne shall first give at least twenty days notice of such sale by advertisements in one or more of the newspapers published in Frederick County, setting forth 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 Commission and Counsel fees, secondly, to the payment of the mortgage debt and all interest that may be due thereon whether the same has matured or not by the terms of said promissory note, and lastly the surplus if any to be paid to the said Mortgagors. And the said George S. Fox and Mary E. Fox his wife covenants with the said Ellen V. Payne that they will insure the buildings on the said Mortgaged property for a sum not less than three hundred dollars (\$300⁰⁰) that during the continuance of this Mortgage they will or either of them keep the same insured and will pay all premiums and assessments thereon and in the event of loss by fire will assign the same to the said Ellen V. Payne; they further covenant that during the continuance of this Mortgage they or either of them will pay all taxes, assessments, public dues and charges, levied or to be levied by law on the mortgage debt created or secured by this Mortgage, as well as upon the property hereby mortgaged.

Witness our hands and seals
 George S. Fox Seal
 Mary E. Fox Seal

Subscribed and sworn to before me
 R. G. Banick

State of Maryland Frederick County, Suit
 I hereby certify that on this 20th day of May A.D. 1886 before me the
 Subscriber a Justice of the Peace of the State of Maryland in and for
 Frederick County personally appeared George S. Fox and Mary E. Fox
 his wife, and did each acknowledge the within Mortgage to be their

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