

No. 5616 Equity

H. Dill and wife by deed of even date with these presents; the land hereby conveyed lying and being in Frederick County in the State of Maryland and the deed for the same to me the said Ann C. Carlin being intended to be recorded among the Land Records of Frederick County simultaneously with these presents.

Provided that if the said Ann C. Carlin shall pay to the said Lewis H. Dill each of the notes herein mentioned when the same shall be due and payable and shall also pay semi-annually the interest on each of said notes as the same shall become payable according to the tenor thereof and shall in all things abide by and perform the several things hereinafter on her part covenanted to be performed then this Mortgage shall be void; and provided that until default be made by the said Ann C. Carlin in the payment of the notes herein mentioned and of the interest on the same according to the tenor thereof or in the performance of the things on her part hereinafter covenanted to be performed the said Ann C. Carlin shall possess the premises as of her present estate therein, and the said Ann C. Carlin for herself her heirs Executors administrators and assigns covenants with the said Lewis H. Dill his Executors administrators and assigns that she will during the continuance of this mortgage keep the mortgaged premises insured for the sum of five thousand dollars, paying the premiums thereon from time to time as they fall due and that she will assign the Policy of Insurance to the said Lewis H. Dill for his benefit in case of loss by fire and the said Ann C. Carlin further covenants in like manner with the said Lewis H. Dill that she will pay all taxes assessments public dues or charges which may hereafter be levied by law as well upon the mortgaged debts created or secured hereby as upon the property hereby mortgaged within twelve months from the date when the same become due and payable. Provided that if default be made by the said Ann C. Carlin in the payment of the notes herein mentioned or of any of them or in the payment of the interest on said notes and each of them when the same shall be due and payable according to the tenor thereof or if the said Ann C. Carlin shall fail to observe and keep the covenants herein on her part covenanted to be done and performed then it shall be lawful for the said Lewis H. Dill to enter upon the said mortgaged premises and to sell the same for cash upon the premises by public auction after giving at least twenty days public notice of the time place manner and terms of sale in some newspaper published in Frederick 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 of making such sale including reasonable Counsel fees and usual Commission upon the gross proceeds of sale then to the payment of the whole of the debt interest and costs herein mentioned, whether the same be fully due and payable according to the tenor of the notes herein mentioned or not; and the surplus if any to pay over to the said Ann C. Carlin. It is further agreed that the Mortgagee shall have the right to tear down and rebuild the property in case she desires.

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Mortgage

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