No. 5795 Equity.

or order, and endorsed by the said William H. Nicodemus Secretary of the Franklin Savings Bank of Frederick, I the said John P. Cox do grant unto the said Franklin Savings Bank of Frederick all that lot or parcel of land with the buildings and improvements thereon situate and lying in Petersville in Frederick County and State of Maryland on the north side of the Ridge Road passing through said Village between the premises of Henry Hoffman and the property of James Gelliflower and being described in a deed from Henry B. Schroeder and others to Charles Hardy dated the eleventh day of February A.D. 1868, and recorded in Liber C. M. Number 1 folio 272 one of the Land Records of Frederick County, and being further described in a deed from Henry Hoffman, Mortgagee, to the said John P. Cox dated the seventh day of May A.D. 1880, and recorded in Liber A. J. Number folio one of the Land Records of Frederick County, containing two acres and twenty five square perches of land, more or less, intended hereby to be conveyed by this instrument. Provided that if the said John P. Cox shall pay to the said Franklin Savings Bank of Frederick, the promissory note aforesaid at maturity, or shall pay any renewal thereof, when each renewal note shall fall due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick, and shall perform all the covenants herein on the part of the said John P. Cox covenanted to be performed then this Mortgage shall be void.

And the said John P. Cox covenants with the Franklin Savings Bank of Frederick that he will keep during the continuance of this Mortgage, the Mortgaged property insured for a sum of not less than two hundred dollars paying the premiums and assessments thereon as they fall due, and that he will assign the policy of insurance simultaneously with the Execution of this Mortgage to said Bank for its benefit in case of loss by fire: And the said John P. Cox further covenants in like manner that should he fail in these particulars, and the said Bank pay the premiums and assessments necessary to keep said policy of insurance in force, the amount of the premiums and assessments so paid with interest thereon shall be a lien on the Mortgaged property as though included in the first instance in the Mortgage itself. And provided, if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal, when each renewal note shall fall due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick, or in the performance of any of the covenants herein contained, then it shall be lawful for William H. Nicodemus, Secretary of said Bank, or his successor in office to sell the said Mortgaged property by public auction for cash, after giving notice of the time, place and terms of sale by advertisement in some newspaper published in Frederick County for three successive weeks prior to the day of sale, and to apply the proceeds of sale, first to the payment of all Expenses attending said Sale including usual Chancery Commissions and necessary Counsel fees, then to the payment of said Mortgage debt and all interest due thereon, then to pay the surplus if any to the said John P. Cox.

Witness my hand and seal

Test. W. R. Johnson

John P. Cox (Seal)