

No. 5913 Equity.

of every kind levied or assessed, or to be levied or assessed, upon the said hereby mortgaged property and upon the mortgage debt and interest hereby intended to be secured, which taxes, assessments public dues charges and mortgage debt the said mortgagor for himself his heirs and assigns, doth hereby covenant to pay when legally demandable but if default be made in the payment of said money, or the interest thereon to a cerue, or any part of either of them, at the time limited for the payment of the same, or any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed to be due and demandable and it shall be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors and assigns, or by George Oliver Sumichrains its duly constituted attorney or agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt interest and all costs incurred in making said sale, and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns; and the said sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in said Frederick County, and in the event of the sale of said property under the powers hereby granted, the proceeds arising from such sale shall be applied first to the payment of expenses incident to such sale, including a Commission to the party making the sale of said property equal to the Commission allowed trustees making sale of property by virtue of a decree of Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all Claims of said mortgage, whether the same shall then have matured or not, and the surplus, if any there be, shall be paid to said mortgagor, or his heirs or assigns or to whomever may be entitled to the same.

It is hereby however, understood and agreed, that any mortgage given by the said mortgagor his heirs or assigns, to the said The Real Estate and Improvement Company of Baltimore City, to secure a loan obtained by the said mortgagor his heirs and assigns, from the Relief Department of the Baltimore & Ohio Railroad Company shall have priority over this mortgage, and is hereby declared to be a senior mortgage to the extent of its lien upon said property.

witness our hands and seals the day and year first above written.

Seal

State of Maryland Frederick County & to wit.  
 I hereby certify, that on this 1 day of 1891, before me personally a Justice of the Peace of the State of Maryland, in and for Frederick County appeared personally Charles Woodford and Mrs. L. Woodford his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time before me personally appeared also Lewis C. Turner, the grant of the within named mortgage, and made oath in due form of law that the Conveyance set forth in the foregoing mortgage is true and bona fide, as therein set forth and the said