

No. 6107 Equity.

as they fall due and that they will assign the policy of insurance to the said Cassandra B. Gracy for her benefit in case of loss by fire, and they further Covenant in like manner that should they fail in this particular and the said Cassandra B. Gracy pay the premiums for the said insurance the amount of the premiums so paid with the interest thereon, shall be a lien on said Mortgage property, as though included in the first instance in this Mortgage debt, and the said Benjamin Eyles and Martha Eyles his wife for themselves their heirs, Executors and Administrators further Covenant with the said Cassandra B. Gracy her Executors, Administrators and assigns that they will pay all taxes, assessments, public dues, or charges levied or to be levied by law as well on the mortgage debt created or secured hereby as upon the property hereby mortgaged, and it is further provided that if default be made by the said Benjamin Eyles and Martha Eyles his wife, in the payment of the said sum of One thousand and dollars and the interest thereon when due and payable according to the tenor of the promissory note aforesaid and they shall fail to keep and perform their Covenant aforesaid then it shall be lawful for the said Cassandra B. Gracy or her duly appointed Attorney to make sale of the above described real estate at the City Hotel, in Frederick City Maryland by public Auction for Cash, after giving not less than three weeks notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Frederick County for three successive weeks prior to the day of sale, and she shall apply the proceeds of said sale as follows, 1st to the payment of all Costs attending said sale, including Commissions and a reasonable Counsel fee for making the report of said sale and preparing such papers as are necessary all public taxes that may be due thereon or the Mortgage debt, then to the payment of the above mentioned Mortgage in discharge of one thousand dollars and the interest due thereon and the balance, if any, to be paid to the said Benjamin and Martha Eyles.

Witness our hands and seals
 Benjamin Eyles (Seal)
 Martha Eyles (Seal)
 Robt B. Tyler

State of Maryland, Frederick County, Ct: -
 I hereby Certify that on this 28th day of June 1886 before me the subscriber a Justice of the peace of the State of Maryland in and for Frederick County personally appeared the above named Benjamin Eyles and Martha Eyles his wife, and did each acknowledge the foregoing Mortgage to be their respective act, and at the same time came John B. Thomas, as the agent of the said Cassandra B. Gracy and duly made oath according to law that he is the agent and Attorney of the said Cassandra B. Gracy in the above Mortgage transaction and that the consideration mentioned in the above Mortgage is true and bona fide as therein set forth.
 Frederick Md. July 26. 1891 } Robt B. Tyler J.P.

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