

No. 6113. Covenant.

Henry Lovett and his wife to said John Gross dated October 24th 1865 and recorded in Lib. No. 3 folio 217 one of the Land Records of Frederick County, as by reference thereto will fully and at large appear. Provided that if the said John Gross and Jane Gross shall pay to the Franklin Savings Bank of Frederick the promissory note aforesaid at maturity or any renewal thereof when such renewal note shall fall due and payable, and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick so as to release the said Andrew J. Wilson and Frederick A. Markley and each of them from all liability therefore then this Mortgage shall be void. And the said John Gross and Jane Gross his wife Covenant with the said Andrew J. Wilson and Frederick A. Markley that they will keep during the continuance of this Mortgage the mortgaged property insured for a sum of not less than Five Hundred dollars paying the premiums and assessments thereon as they fall due and that they will assign the policy of insurance to said Andrew J. Wilson and Frederick A. Markley for their benefit in case of loss by fire. And the said John Gross and Jane Gross his wife further Covenant in like manner that should they fail in these particulars and the said Andrew J. Wilson and Frederick A. Markley pay the premiums and assessments necessary to keep said Policy of insurance in force, the amount of 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 the said John Gross and Jane Gross his wife Covenant with the said Andrew J. Wilson and Frederick A. Markley that they will pay all taxes assessments, public dues or charges that may be levied by law upon the mortgaged property created and intended to be secured thereby in each and every year when such taxes shall be come due and legally demandable during the continuance of this mortgage and until the same is paid and fully satisfied and provided if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such 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, of which default demand being made upon the parties in said promissory note, or upon either one of them, for the payment thereof it is hereby declared shall be evidence then it shall be lawful for the said Andrew J. Wilson and Frederick A. Markley or the survivor of them to sell the said mortgaged property by Public Auction for Cash after giving 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 to apply the proceeds of sale, first to the payment of all expenses attending said sale including usual Chancery Commissions and Counsel fees for preparing Inquest's Process and Report of sale and attending to the ratification thereof then to the payment of said promissory note, or if any renewal thereof and all interest due thereon, and then to the payment of all taxes

Exhibit No. 2