No. 6494. Equity.

by Isaac P. Luman by deed dated 29th of April 1852 and recorded in Liber E. L. No. 2 Folios 227 &c. one of said Land Records of Frederick County, Provided that if the said Philip H. Lambright shall pay to the said Frederick Town Savings Institution the said sum of One thousand hundred dollars specified in the said promissory note at maturity of said note, or shall pay any renewal thereof when such renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution then this mortgage shall be void. Provided that until default of payment of the said promissory note at maturity shall be made or of any renewal thereof when such renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution, the said Philip H. Lambright and Clara V. Lambright his wife shall possess the mortgaged premises as of their present estate therein, And provided that if default shall be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick Town Saving Institution, then it shall be lawful for Louis Markell the President of the said Frederick Town Saving Institution or his successor in Office to sell the said Mortgaged premises at public Auction at the Court House door in Frederick City Frederick County Maryland for Cash after first giving public notice by advertisements inserted in one or more of the Newspapers published in Frederick County, for at least three successive weeks prior to the day of sale, setting forth the time, place manner and terms of sale, and to apply the proceeds of such sale to the payment in the first place of all Costs Charges and expenses attending such sale, including the usual Commissions to the Trustee making sale as are usually allowed trustees in Equity for the sale of Real Estate and reasonable Counsel fees for preparing Bond report of sale and attending to the ratification thereof and then to the payment of the Mortgage debt with all interest due thereon and the surplus if any to pay the same to the said Philip H. Lambright his heirs or assigns, And the said Philip H. Lambright and Clara V. Lambright his wife Covenant with the said Frederick Town Savings Institution that during the Continuance of this mortgage they will keep the buildings erected on the Mortgaged premises insured in some safe and reliable Insurance Company for a sum of not less than Twelve Hundred dollars paying the premiums and assessments on said Insurance as they become due and payable and as an additional security they will assign the Policy of Insurance to the said Frederick Town Savings Institution for its benefit in case of loss by fire, And the said Mortgagors further Covenant in like manner and agree that should they fail to pay the premiums or assessments demanded whenever or levied by such Fire Insurance Company and the said Frederick Town Savings Institution pay the same to keep the Policy of Insurance in force

Exhibit