

No. 7209 Equity.

Exhibit No. 4.

the payment of said promissory note at the maturity thereof and of the interest that may accrue on the same when the same shall become due and payable by the terms and conditions of said promissory note. Now the said Benjamin P. Crompton and George J. Dunlop have agreed to execute these presents now therefore in consideration of the above recited premises and for the further consideration of the sum of One dollar paid us by the said William Graham at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged we the said Benjamin P. Crompton and George J. Dunlop do grant unto the said William Graham all one undivided right title interest and estate being the whole part and parcel of all those lots pieces and parcels of land situated in the town of Brunswick (formerly Berlin) Frederick County, State of Maryland, conveyed to John L. Jordan Jr. by John W. Hilleary and Charles W. Ross, Trustees by Deed dated on the fifth day of January in the year Eighteen hundred and Eighty three and recorded in Liber A. F. No. 5 folio 702 &c, one of the Land Records of Frederick County and more lately conveyed by the said John L. Jordan Jr. to the said Benjamin P. Crompton and George J. Dunlop, Provided that if we the said Benjamin P. Crompton and George J. Dunlop our executors, Administrators or assigns shall pay to the said William Graham, his executor, Administrator or assigns the said promissory note together with all interest that may accrue thereon when the same shall become due and payable by the terms and conditions thereof then this mortgage shall be void. Provided also that in default in the payment of said promissory note at maturity or in default in the payment of any one installment of interest the interest to be paid semi-annually the said Benjamin P. Crompton and George J. Dunlop may occupy and possess the mortgaged premises as of his present estate therein, Provided further that if default shall be made in the payment of the said promissory note at the maturity thereof, or if default shall be made in the payment of any one installment of interest the interest to be paid semi-annually then it is hereby agreed that the whole of the said mortgage debt shall be due and payable whether the same has matured or not by the terms and conditions of the promissory note and in the event of default in either particular it may and shall be lawful for the said William Graham his Executors, Administrators or assigns to sell the said mortgaged premises at the town of Brunswick at such point as he or they may designate at Public Auction for cash, But before making any such sale the said William Graham his Executors, Administrators or assigns shall give at least twenty days previous notice of such sale by advertisement inserted in one or more of the newspapers published in Frederick County, and if deemed advisable such other notice as he or they may think proper of the time, place, manner and terms of sale and the proceeds of such sale shall be applied as follows, first to the payment of all costs, charges and expenses attending such sale, including reasonable counsel fees and such commissions to the party making sale as are usually allowed Trustees in Equity for the sale of Real Estate. Secondly to the payment in full of the mortgage debt principal and interest whether the same has matured or not by the terms and

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