

No. 4961 Equity.

And perform all the Covenants and Conditions herein
 on their part to be performed then this mortgage shall
 be Void. And it is agreed that until default
 be made in the premises, the Said Mortgagors
 may hold and possess the aforesaid Property,
 and of their present estate therein upon the paying
 in the meantime all taxes, assessments, public
 dues and charges levied or to be levied by law
 on said Property, use of which taxes, assessments,
 public dues and charges, when first legally due
 and demandable, and the mortgage debt and
 interest thereon, according to the tenor of the said
 promissory note, the said Mortgagors hereby Covenanted
 to pay.

But in the event of default being made
 in the payments of the Mortgage debt aforesaid
 or of the interest thereon, in whole or in part,
 when the same shall be due, or in any agreement,
 Covenanted or Condition herein contained, then, and
 in either of said events, the entire mortgage debt
 intended to be hereby secured and all interest
 thereon, shall immediately become due and demand-
 able, and it shall be lawful for said Franklin
 Buchanan Smith or his Attorney, who is hereby
 authorized, empowered and directed so to do,
 to sell the Property hereby mortgaged, or so much
 thereof as may be necessary, at public auction
 to the highest bidder for Cash, and upon the
 ratification of such sale by the proper Court,
 and the payment of the whole purchase money
 (and not before) to grant and convey the same
 to the purchaser or purchasers thereof, or to his,
 her or their heirs or assigns, free, clear and
 discharged of and from all claims of the
 parties to these presents; which sale shall
 be made in the manner following: Bef-
 gining at least twenty days notice of the time,
 place, terms and manner of sale by Ad-
 vertisement inserted in some newspaper published
 in said Frederick County and such other
 notice as the party making sale may deem right and
 proper, and the proceeds arising from such sale to
 apply in the first instance to the payment of all
 expenses incident to such sale, including reasonable
 Counsel fees and Commissions on the gross amount
 of such sale to the party making it.

Secondly, to the payment of all money due or
 owing hereunder, within the same shall Sam. Matheis

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