

No. 7951 Equity

real estate deeded to the aforesaid to Coleman Shuff  
 by the said William to Shuff and Luina E. Shuff,  
 his wife, by deed of even date with this mortgage  
 provided, that if the said mortgagors, their personal represen-  
 tatives or assigns, shall punctually pay to the said,  
 J. Towers Myers, Trustee, his personal representatives or  
 assigns, the aforesaid sum of semi-annually in accor-  
 dance with the tenor of said promissory note as aforesaid  
 and shall do perform all the covenants and conditions  
 herein on their part to be performed that until default  
 be made in the premium, the said mortgagors may hold  
 and possess the aforesaid property, as of their present  
 estate therein upon paying in the meantime all  
 taxes, assessments, public dues and charges, levied or  
 to be levied by law, on said property, all 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 said  
 promissory note, the said mortgagors hereby covenant  
 to pay.

But in the event of default being made in the payment  
 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, covenant or condition herein contained  
 thereon and in either of said events, the entire mortgage  
 debt intended to be hereby secured, and all interest  
 thereon, shall immediately become due and demandable  
 and it shall be lawful for said J. Towers Myers Trustee,  
 or aforesaid or J. F. R. Heagy, his attorney, who is  
 hereby authorized, empowered and directed 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, by  
 giving at least twenty days notice of the time, place  
 and terms of sale by advertisement 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 pay-  
 ment of all expenses incidental to such sale,  
 including a reasonable counsel fee and a commission

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