

## No. 8219 Equity.

and Ida A. DeLashmuth his wife Ann Virginia McKinney and Mary Jane DeLashmuth, their heirs, Executors, Administrators or assigns shall pay to the said Samuel D. Thomas, the promissory note aforesaid at maturity together with all interest due thereon according to the tenor of the said promissory note then this mortgage shall be void.

And provided that until default be made in the payment of the promissory note aforesaid at maturity or in the payment of the interest thereon according to the tenor thereof, the said Edward T. McDeLashmuth and Ida A. DeLashmuth his wife, Ann Virginia McKinney and Mary Jane DeLashmuth shall possess the mortgaged premises as of their present estate therein.

And provided that if default be made in the payment of the promissory note aforesaid or in the payment of the interest thereon when the same shall become due and payable according to the tenor of the said promissory note, then it shall be lawful for the said Samuel D. Thomas or his assigns to see the said property undivided without and to said property and premises hereby mortgaged at the Court House Door in Frederick City, Md., by public auction, for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as he may think proper, 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 Commission, and reasonable Counsel fees for preparing bond, report of sale and attending to the ratification thereof and then to the payment of the promissory note aforesaid, with all interest due thereon, and the surplus if any to pay the same to the the said Edward T. McDeLashmuth and Virginia McKinney and Mary Jane DeLashmuth their heirs and assigns.

And the said Edward T. McDeLashmuth and Ida A. DeLashmuth his wife Ann Virginia McKinney and Mary Jane DeLashmuth consent and agree with the said Samuel D. Thomas, that they will keep during the continuance of this mortgage, the building erected on the said mortgaged premises insured for a sum not less than Five Hundred Dollars, in some safe and reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will assign the policy