

## No. 8308 Equity.

improvements thereon situated on the North Side of West Patrick Street in Frederick City, aforesaid, fronting about 64 feet on Patrick Street and running back for depth the same width 473 feet more or less, the South east Corner of said lot, being about 45 feet west of the Corner of Tully Street, and the improvements thereon consisting of a store, a dwelling and a barber shop. Said lot of ground, and improvements by Louis M. Kildebrand and wife, to the said Louis M. Kildebrand by deed dated the 12th day of April 1886, and recorded in Liber N. S. T. No. 1, folio 342, one of Land Records aforesaid.

Together with improvements thereon and the rights ways and easements thereto belonging. Provided that if the said Louis M. Kildebrand, his heirs, personal representatives or assigns shall pay or cause to be paid unto the said John E. Price, his personal representatives or assigns, the said sum of money with interest thereon when and as the same shall become due and payable according to the tenor of said promissory note or of any note given in renewal thereof in whole or in part and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void. But if default be made in the premises, either in the payment of money or the interest thereon to accrue or in any covenant or condition of this mortgage then the entire mortgage debt shall be deemed to be due and demandable, and it shall be lawful for the said John E. Price, his personal representatives or assigns, or for Henry H. Worthington, his attorney at any time after such default to sell the property hereby mortgaged for cash at the Court House Room in Frederick City, and to grant and convey the same to the purchaser or purchasers thereof, in case of sale under the power herein granted the person making the sale shall first give twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, and by hand bills circulated and posted, the proceeds to be applied first to the payment of all expenses incident to such sale, including the usual Chancery Commissions to the person making the sale and a reasonable Counsel fee for preparing the report of sale and other legal services connected therewith. Secondly to the payment of the mortgage debt and all claims of the mortgage, his personal representatives or assigns under this mortgage, and the surplus if any to the mortgagor or whomsoever may be entitled thereto and it is agreed that until default be made in the premises the said mortgagor shall possess the hereby mortgaged premises as of his private estate therein