

## No 8559, Equity.

the promissory Note aforesaid indorsed by the said Lester S. Birby, and all renewals thereof. So as to protect the said Lester S. Birby, from all liability therefor, then this mortgage shall be void. And it is agreed that in case default be made by the said Harry C. Stimmler he shall recover possession of the premises hereby mortgaged.

But if the said Harry C. Stimmler shall fail to pay or take up the note aforesaid, or any renewal thereof, so that the said Lester S. Birby shall become liable therefor or any part thereof, then he shall be empowered for the said Lester S. Birby to sell the said property hereby mortgaged on the premises by public auction for cash, after giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, prior to the day of said sale, and to apply the proceeds of said sale, First: to the payment of all expenses attending said sale, including reasonable Counsel fees and Commissions, Second: to the payment of the said notes and the renewals thereof then due, and Third: to the payment of all other of said notes and renewals thereof may have due, and not be paid by the said Harry C. Stimmler until all of the notes, and the renewals so as aforesaid indorsed by the said Lester S. Birby, shall be fully paid, with the expenses thereon, and then to pay the surplus, if any, of the proceeds of said sale, to the said Harry C. Stimmler and Lucie O. Stimmler. And it is covenanted that after default is made the said mortgage advertised the said mortgaged property for sale and no sale is made the said mortgagors and each of them hereby covenants and agrees with the said mortgagors and each of them hereby covenants and agrees with the said Lester S. Birby, that they will keep during the continuance of this mortgage, the building erected on the said mortgaged property and premises insured for a sum of not less than fifteen 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 of insurance or cause the same to be made payable to the said Lester S. Birby for his benefit in case of loss or damage by fire. And the said Harry C. Stimmler and Lucie O. Stimmler