

NO. 7479. Equity.

and William A. Gardner her husband do grant unto said Franklin Savings of Frederick a body corporate in fee simple all the following described lots or parcels of ground situated in Frederick County, Maryland viz all that lot of ground ^{situated in the village of Pteroville} in Frederick County, Maryland containing three rods and eleven specker of land, more or less, and being the same lot of ground described in a deed from George Smith Trustee to the said Emeline Gardner then named Emeline Matney, dated the 7th day of January A.D. 1861. and recorded in Liber B.G.F. No. 6. Folio 370 &c. one of the land records of Frederick County and also all that lot of ground situated in Pteroville in said County, shown as Town lot No. 3. being the same property, conveyed to the said Emeline Gardner then Emeline Matney by Mary Ann Simms by deed dated on the 30th day of July A.D. 1868. and recorded in Liber B.G.F. No. 6. Folio 190 &c. one of the land records of Frederick County, as by reference to said deeds will more fully appear. provided that if the said Emeline Gardner and William A. Gardner her husband shall pay at maturity the promissory note given for said indebtedness of one hundred dollars of some date herewith by said Emeline Gardner and William A. Gardner her husband, payable six months after date and made payable to William H. Merdemon Secretary of the said Franklin Savings Bank of Frederick or Order or any renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect. And the said Emeline Gardner and William A. Gardner and William A. Gardner her husband covenants to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the Policy of insurance to the said Franklin Savings Bank of Frederick and to pay all taxes on the mortgage debt hereby secured and to pay all taxes on the real estate hereby conveyed. And that they further covenant that should they fail in paying the said taxes and the premiums for the said insurance, and the said Franklin Savings Bank of Frederick pay the premiums for the said insurance, and the said taxes, the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself. Provided that if default shall be made by the said mortgagors in the payment of the said promissory note at maturity, or of any renewal thereof at maturity, or if default shall be made in the performance of any of the covenants in this mortgage then it shall be lawful for the said William H. Merdemon, Secretary