No 8690. Equity.

more or less with the buildings and improvements thereon or to be erected and built thereon by said mortgagors and being the same piece or parcel of land conveyed by Cato adams and wife to said Samuel Countee by deed of even date herewith.

Provided, that if said Samuel Countee and Harriet ann Countee his wife their executors administrators or assigns. shall pay to said Granville M. Smith his executors or assigns said sum of Three Hundred and fifty dollars together with all interest that may accrue thereon. when due and payable by the time thereof. then this mortgage shall be void.

But if default shall be made in the payment of said note when due and payable or if default shall be made in the payment of any installment of interest that may accrue thereon when due and payable by the terms thereof, or if default be made in the performance of any of the covenants therein contained is agreed to performed by said mortgagors. then it is hereby agreed that the whole mortgagors debt shall become due and payable. whether the same has become due and payable or not. by the terms of said promissory note. and in the event of default in either particulars. it shall be lawful for said Granville M. Smith his personal representatives or assigns to sell said mortgaged premises at the court house door in Frederick Maryland at public auction for cash after giving public notice of the time place. manner and terms of sale by advertisement in some newspaper published in Frederick County Maryland. once a week for three successive weeks. prior to day of sale. and then proceeds of such sale. apply as follows first to payment. of all costs. charges and expenses of sale. including chancery commissions. and counsel fees: second to payment in full of said promissory note. and interest to day of sale. and lastly. the surplus if any. pay to said Samuel Countee. and said mortgagors hereby covenant with said mortgagee. that they will. during the existence of this mortgage. pay all taxes. assessments. now levied or to be levied by law. on the property hereby mortgaged.

Witness our hands and seals.

Witness
Thad. McBiser.

Samuel his × mark Countee (Seal)
Harriet ann her × mark Countee (Seal)

State of Maryland. Frederick County. Set.

I. hereby certify that on this 23rd day of March 1898. before me the subscriber a justice of the peace of the state of the state and county aforesaid. personally appeared. Samuel Countee and Harriet ann Countee his wife. and did each acknowledge the above mortgage to be their respective act. and at the same time also appeared. Granville M. Smith. the above mortgagee. and made oath in due form of law. that the consideration named in the within mortgage is the true and bona-fide as therein set forth. and also made oath on the Holy Evangels of Almighty God that he has not required the mortgagors. their agent or attorney or any person for said mortgagors to pay the tax levied thereon. or the interest covenanted to be paid in advance. nor will he require the same to be paid by said mortgagors or any person for them during the existence of