

No. 8704 Equity.

Provided that if the said Brunswick Canning Company of Frederick County, its Successors or assigns shall pay to the said Savings Bank of Brunswick the note aforesaid at maturity, or shall pay any renewal thereof, when such renewal note shall mature and be payable and all interest thereon, then this Mortgage shall be void.

And provided that until default shall be made in the payment of the note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Brunswick Canning Company of Frederick County shall possess the mortgaged premises as of its present estate therein.

And provided that if default shall be made in the payment of the note aforesaid at maturity, or if renewal default shall be made in the payment of any note or notes given in renewal thereof, when the same shall mature and become payable, or of the interest thereon, then it shall be lawful for William S. Schnaufer and John S. Newman, or the Survivors of them as Trustees, or in case of their or his death or declining to execute said Trust, then for any other Trustee to be appointed by order of the Circuit Court for Frederick County, as a Court of Equity, in place of the said deceased or declining Trustees, Consent being hereby given by the said mortgagor upon petition to be filed by the said mortgagor to said Court for the appointment of such Trustee to sell the said property and premises hereby mortgaged, at some suitable place in Brunswick, to be designated by the mortgagee by public auction for cash, after having first given at least three weeks previous notice of said sale inserted in some newspaper published in Frederick County, of the time, place, name and terms of sale, and such other notice as said Trustee or Trustees shall think proper, and to apply the proceeds of said sale to the payment, in the first place, of all costs charges and expenses attending such sale, including the Commission and reasonable counsel fee for preparing said report of sale and attending to the ratification thereof, and then to the payment of the note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said Brunswick Canning Company of Frederick County its Successors or assigns. And the said Brunswick Canning Company of Frederick County hereby covenants and agrees with the said Savings Bank of Brunswick that it will keep, during the continuation of this Mortgage, the buildings erected on the said mortgaged premises, and the Machinery, fixtures and appurtenances contained therein insured for a sum not less than Eight thousand dollars in some safe and reliable fire insurance company paying the premiums and assessments thereon as they fall due and become payable, and that it will assign the policy of insurance, or cause the same to be made payable to the said Savings Bank of Brunswick, for its benefit in case of loss or damage by fire.