

No 8729 Equity

Containing one acre and thirteen square perches of land, more or less together with all buildings, improvements, rights, ways and privileges appertaining thereto, being the same property which was conveyed unto the said Louisa Bively from Harney M. Tople and wife by deed dated March 1, 1909, and intended to be recorded simultaneously with this Mortgage among the land records of Frederick County, as by reference thereto will more fully and at large appear. Provided that if the said Louisa Bively and Thomas F. Bively, their personal representatives or assigns, shall pay the said promissory note with all interest due thereon at maturity, and shall perform each and every covenant in this Mortgage contained, then this mortgage shall be null and void. And further provided that until default be made in the payment of the promissory note aforesaid at maturity, or in the payment of installment of interest thereon, when the same is due according to the tenor of said promissory note, the said Louisa Bively and Thomas F. Bively shall possess the said mortgaged property as of present estate therein. And still further provided that if default be made in the payment of installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case, it shall be lawful for the said Mallie C. Buxton, her personal representatives or assigns to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Maryland at public auction for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment in the first place of expenses attending the sale including the usual chancery commissions and a reasonable counsel fee, and then to the payment of the promissory note aforesaid, counsel fee, and then to the payment of the note with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Louisa Bively and Thomas F. Bively or to whoever may be entitled to the same, and that the said Louisa Bively and Thomas F. Bively covenant that they will keep during the continuance of this mortgage the building erected on said mortgaged premises in good repair, and insured for a reasonable sum of money in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and payable, and that they will cause the policy of insurance to be so transferred or endorsed as to insure to the benefit of the said mortgagors in case of loss or damage by fire.

Witness our hands and seals,
 Louisa Bively (Seal)
 Thomas F. Bively (Seal)

Test. Alfred Ritter