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MORTGAGE Equity.

Provided that if the said Fairfax Schley, his heirs or Executors, administrators or assigns shall pay to the said Frederick Town Savings Institution, or order the promissory Note aforesaid at maturity or shall pay any renewal thereof when renewal Note shall mature and be payable, then this mortgage shall be void.

And Provided that until default be made in the payment of the Promissory Note aforesaid at maturity or of renewal thereof when such renewal note shall mature and be payable the said Fairfax Schley shall possess the mortgaged premises as of his present estate therein.

And that if default shall be made in the payment of the promissory Note aforesaid at maturity, or if renewed default shall be made in the payment of any Note or Notes given in renewal thereof; when the same shall mature and become payable, then it shall be lawfull for Melville E. Poll or Marshall Miller, or the survivor 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 trustee. Consent being hereby given by the said Mortgagors upon petition to be filed by the Mortgagee to said Court for the appointment of such trustee or for the assignee of said Frederick Town Savings Institution to sell the said property, and premises hereby mortgaged at the Court House door in Frederick City Md., by public auction for cash after having first given at least three weeks' previous notice of such sale inserted in some newspaper published in Frederick County of the time, place, manner and terms of sale and such other notice as said trustee or trustees shall think proper and to apply the proceeds of such sale to the payment in the first place of all costs, charges and expenses attending such including the usual commission and reasonable Counsel fees for preparing Deed, report of sale and attending to the ratification thereof, and then to the payment of the promissory Note aforesaid or renewal thereof, with all interest due thereon and the surplus, if any, to pay the same to the said Fairfax Schley his heirs or assigns.

And the said Fairfax Schley covenants and agrees with the said Frederick Town Institution, that he will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a sum of not less than one thousand dollars in some safe and reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and are payable to the said Frederick Town Savings Institution, for its benefit in case of loss or damage by fire. And the said Fairfax Schley further in like manner covenant and agree, that should he fail in this particular and the said Frederick Town Savings Institution pay the premiums and assessments necessary to keep