

No. 8907, Equity.

and the State of Maryland, containing in the aggregate, three acres, two rods, and twenty five square perches of land more or less, and being the same lands and premises conveyed to the said Mary J. above, by Harry W. Horney and wife, by deed dated the 2nd day of February A.D. 1893, and recorded in Liber J. L. J. No. 5, folio 26, one of the Land Records of Frederick County, together with the buildings and improvements thereon and the rights, ways, waters, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Kate F. Smith and Mary E. Smith their heirs and assigns forever.

Provided that if the said Mary J. above her heirs, personal representatives or assigns, shall pay said promissory note at maturity and the regular installments of interest due thereon, and shall perform all the covenants herein ^{on the part} to be performed then this mortgage shall be void.

And it is agreed that unless default be made in the premises, the said Mary J. above shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed on said hereby mortgaged property, which taxes assessments public dues, charges mortgaged debt and interest the said Mary J. above for herself her heirs, personal representatives and assigns does hereby covenant to pay when legally demandable.

But if default be made in the payment of said money or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Kate F. Smith and Mary E. Smith, their personal representatives and assigns or their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns and what sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place manner and terms of sale, in some newspaper printed in Frederick County, and such other notice as by the said Mortgages, their personal representatives or assigns, may be

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