

No. 8960. Equity.

promissory note at the maturity thereof, together with all the interest thereon when due according to the terms and conditions thereof, then the mortgage shall be void provided, further that until default shall be made in the payment of the said promissory note, and the interest thereon when due and payable as aforesaid the mortgagor may occupy and possess the said mortgaged premises and all of their front estate therein. But if default shall be made in the payment of the said promissory note at the maturity thereof or if default shall be made in the payment of one of the installments of interest thereon when due and payable by the terms and conditions thereof, then it is hereby agreed that the whole mortgage debt shall become due and payable within the same shall have matured by the terms thereof or not, and it shall then be lawful for the said F. J. Himmel & Bros, or their assigns to see the said mortgaged premises at the Court House door in Frederick City, Maryland, at public auction for cash first giving notice of the time, place, manner and terms of sale by advertisements inserted published in Frederick County, once a week for three weeks successively prior to the day of sale the proceeds of ^{the} sale to be applied as follows: First, to the payment of all costs, charges and expenses of sale, including reasonable counsel fees, and such commissions to the person or persons making such sale as are usually trusted for making sales of real estate in equity; secondly, to the payment in full of said promissory note and all the interest due thereon up to the time of the payment, within the same shall have matured by the terms thereof or not; and, lastly, the surplus if any, shall all be paid to the said Harry Fox and Edith Fox, his wife, or to their executors, administrators or assigns. And, that the said Harry Fox and Edith Fox, his wife do hereby covenant that they will cause the buildings on the said mortgaged premises to be insured in some safe ~~reputable~~ insurance company in sum not less than ~~one~~ ^{two} hundred dollars; that they will during the continuance of this mortgage keep the same insured, pay the premiums thereon and will assign or cause the policy of insurance to be assigned to the use of the said F. J. Himmel & Bros, or their assigns, and as a further security for the payment of said mortgaged debt.

Test Myself doth.

Witness our hand and seal
 Harry Fox
 Edith H. Fox

Seal
 Seal