

## No. 8716 Equity

wife by their deed dated September 25th, 1908 intended to be recorded simultaneously herewith, and which was conveyed to the said Frederick W. Kelly, by Michael E. Glacken and wife by their deed, dated the fifth day of June, in the year nineteen hundred and seven, and recorded in Lib. S. T. L. No. 780. Folio 587, &c. one of the aforesaid Land Bonds and which is also described in a deed to the said Frederick W. Kelly, from one Mary M. Keim, dated the eleventh day of January, in the year nineteen hundred and six, also intended to be recorded along with this mortgage, together with this mortgage, together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. Provided that if the said mortgagors or either of them shall well and truly pay or cause to be paid to the said Felix A. Diffendal or to his assigns, the aforesaid sealed warrant note and the interest thereon when the same shall become due and payable according to the terms thereof and shall perform all the covenants herein contained to be performed by the said mortgagors then this mortgage shall be void. And it is agreed that until default shall be made in the premises the said Annie Long and Charles L. Long shall possess the aforesaid properties upon paying the taxes levied or to be levied on said hereby mortgaged premises, which taxes as well as said mortgage debt, and interest the said Annie Long and Charles L. Long do hereby covenant to pay when legally demandable. But if default be made in the payment of the aforesaid sealed warrant note, at maturity or of the interest thereon or of any part of either of them, 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 Felix A. Diffendal, his personal representatives or assigns, at any time after such default, to sell for cash the properties hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs and expenses of every description incurred in making said sale or incurred prior thereto including a reasonable counsel fee and to grant and convey the said properties to the purchaser or purchasers thereof, his, her or their heirs or assigns; and the said sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in a newspaper printed in said Frederick County, the proceeds of such sale to be applied, first, to the payment of all costs and expenses connected therewith, including a reasonable counsel fee and usual chancery commissions; secondly, to the payment of all claims of the said mortgagors, his personal representatives or assigns under this mortgage, under the same shall have matured or not and the said Annie