

No. 8746. Equity.

until default be made in the payment of the promissory note and interest aforesaid at maturity according to tenor of the said promissory note, the said George W. Nichols and Caroline Nichols his wife, shall possess and occupy the said mortgaged premises as of their present estate therein.

And Provided that if default be made in the payment of the promissory note and interest aforesaid according to the tenor thereof at maturity then it shall be lawful for the said George E. Hawley his heirs or assigns to sell the said property and premises hereby mortgaged at public auction for cash at the Court House door in Frederick City Md. after having given at least three weeks previous notice of such sale by advertisement inserted in one or more newspaper published in Frederick County, of the time, place, manner and terms of sale, and attending to the satisfaction thereof and then to the payment of so much of the said promissory note and interest as shall remain unpaid and the surplus, if any, to pay the same to the said George W. Nichols and Caroline Nichols his wife their heirs or assigns.

And the said George W. Nichols and Caroline Nichols his wife further and in like manner covenant and agree that they will pay all taxes, assessments public dues or charges that may be levied by law upon the mortgaged debt hereby created. And also in like manner covenant and agree that they will keep the Buildings and improvements erected on said mortgaged premises insured in some safe and reliable Fire Insurance Company for an amount equal to the mortgaged debt paying the premiums and assessments thereon as they fall due and payable and that they will assign the policy of insurance to the said George E. Hawley for his benefit in case of loss or damage by fire.

And the said George W. Nichols and Caroline Nichols his wife further in like manner covenant that should they fail to pay said taxes public dues or assessments, or fail to pay the premiums or assessments necessary to keep said insurance in force and the said George E. Hawley pay the same amount so paid with interest there shall be a lien on said mortgaged premises as though included in the first instance in the mortgage itself.

Test: Marshall Cook  
J. Marshall Miller.

Witness our hands and seals

George W. Nichols  
Caroline Nichols

