

shall possess the mortgaged premises as of their present estate therein. And provided 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 lawful for George W. Bittle or Ezra Reutzahn 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 said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said Myersville Savings Bank 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 sale, including the usual commissions and reasonable counsel fees for preparing bond, 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 Scott S. Welty and Virginia D. Welty his wife their heirs or assigns. And the said Scott S. Welty and Virginia D. Welty his wife covenant and agree with the said Myersville Savings Bank that they will keep during the existence of this mortgage the buildings erected on said mortgaged premises insured for a sum of not less than Twelve Hundred dollars in some safe and reliable Fire Insurance company, paying the premiums and assessments thereon as they fall due and payable and that _____ will assign the policy of insurance or cause the same to be made payable to the said Myersville Savings Bank for its benefit in case of loss or damage by fire; and the said Scott S. Welty and Virginia D. Welty his wife further and in like manner covenant and agree that should they fail in this particular and the said Myersville savings bank pay the premiums and assessments necessary to keep said policy of insurance in force, the same so paid with interest thereon shall be a lien on the said mortgaged property as though included in the first instance itself.

Witness our hands and seals, this 8th day of December in the year

A. D. 1913.

Scott S. Welty (seal)

Virginia D. Welty (seal)

Test--

C. H. Eckstein.

State of Maryland Frederick County to wit--

I hereby certify that on this 8th day of December in the year nineteen hundred and six before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County personally appeared Scott S. Welty and Virginia D. Welty each personally known to me to be the above named mortgagors, and did each acknowledge the foregoing mortgage to be their act.

C. H. Eckstein, J. P.

State of Maryland, Frederick County to wit--

I hereby certify that on this 8th day of December in the year nineteen hundred & six, before me the subscriber a Notary Public of the State of Maryland, in and for Frederick County, personally appeared George W. Bittle trustee and agent of the Myersville Savings bank, mortgagee, and made oath in due form of law that the considered stated in said mortgage is true and bona fide as therein set forth, and the said George W. Bittle, Treasurer also made oath in due form of law that said mortgagee has not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will said mortgagee require the same to be paid by the mortgagors or by any person for them, during the existence of this mortgage; and said affiant further and in due form of law made oath that he is the agent of said mortgagee and authorized by said mortgagee to make the affidavit. Witness my hand