

of said lots or parcels of land being the same property conveyed to the said Scott S. Welty by Thomas W. Harwood, trustee by deed dated May 10th 1900 and recorded in liber D. H. H. No. 7 folio 6, one of the land records of said County; Second all that lot or parcel of ground situated on the South West Corner of West South Street and McMurray street, in Frederick City, Frederick County, Maryland, being part of a tract of land called "Birmingham" being the same real estate conveyed to the said Scott S. Welty by Florence L. Bradshaw and husband by deed dated December 8th, 1906, and recorded in liber S. T. H. No. 276 folio 561, one of the land records of said Frederick County; third All these two separate lots or parcels of ground situated in Frederick City, Frederick County, Maryland, one of said lots of ground situated on the East side of Ice street in said Frederick city, County and State, and the other of said lots of ground situated on the North side of West Fifth street, in said Frederick City, County and State, and being the same real estate conveyed to the said Scott S. Welty by the following two deeds--first lot on the East side of Ice street was conveyed to the said Scott S. Welty by Edward Hewes and Frank L. Stener, trustees, by deed dated May 1st 1900 and recorded in liber D. H. H. no. 5 folio 741, one of the land records of Frederick County, and the second lot or parcel of ground situated on the South side of West Fifth street, in said city, county and State was conveyed to the said Scott S. Welty by Isabelle E. Kadatz executrix, by deed dated January 29th 1897 and recorded in liber J. L. J. No. 14 folio 26, etc., one of the land records of Frederick County, as by reference to which deeds aforesaid mentioned it will more fully and at large appear.

Provided that if the said Scott S. Welty and Virginia D. Welty his wife their heirs or executors, administrators or assigns shall pay to the said Myersville savings Bank or order the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, the said Scott S. Welty and Virginia D. Welty, his wife, 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 the order of the Circuit Court for Frederick County, as a Court of Equity in place of 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 continuance of this mortgage the buildings erected on said mortgaged premises insured for a sum of not less than Six 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 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 there