

ferred to for a full description of said lot.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or in any wise appertaining, provided that if the said Stuart Forney, his heirs, personal representatives or assigns shall pay on or before the first day of June in the year nineteen hundred and seven, to The Real Estate and Improvement Company of Baltimore City the said sum of Three Hundred and fifteen dollars and fifty-four cents with interest thereon payable monthly, at the rate of six per cent, per annum, from the first day of June A. D. 1899, said payments to be made by monthly installments of at least four dollars and seventy-five cents including interest, beginning for the third installment on the first day of July A. D. 1899, and shall make no default in any agreement, covenant or condition of this mortgage, then this mortgage shall be void. And it is agreed that until default in the premises the said Steward Forney shall hold possession of the property herein mortgaged. But in the event of three of the above mentioned installments being due and unpaid, or of default in any agreement, covenant or condition of this mortgage, the entire mortgage debt intended to be secured hereby shall be deemed due and demandable and these presents are hereby declared to be in trust, and Samuel R. Barr, of Baltimore City is hereby authorized and empowered to sell the property herein granted, or so much thereof as may be necessary, and to convey the same to the purchasers thereof; which sale shall be made upon giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, and in the event of a sale under the powers hereby granted the proceeds to apply, first, to the payment of all expenses incident to the sale, including reasonable counsel fees, and such commissions to the person making said sale as are usually allowed trustees for making sale of real estate in equity; secondly, to the payment of all claims of the said mortgage, its successors and assigns under this mortgage, whether the same shall have matured or not; and as to any surplus, to pay it over to the said Steward Forney. And the said Steward Forney for himself, his heirs, executors, administrators and assigns doth covenant that he will pay all taxes, assessments, public dues and charges, levied or to be levied, by law upon the property hereby mortgaged, or upon the debt hereby secured; that he will insure and depending the existence of this mortgage, will keep insured, against loss by fire, the buildings upon the ground hereby mortgaged to the amount of at least Three Hundred Dollars, and will cause such policy of insurance to be so framed or endorsed as in case of fire to insure to the extent above named, to the benefit of the said mortgagee herein, its successors and assigns; that he will pay the premiums of insurance as they become due and payable, and that in the event of the default of the payment of the same by the said mortgagors, their heirs or assigns, and the same are paid by the said mortgagee, the amount so paid shall be added to the said mortgage debt, as though included in the first instance in this mortgage. And it is agreed between the parties hereto that the second party hereto may and shall deduct from the payments made to it under this mortgage, an amount of money sufficient to secure such an amount of insurance upon the life of the said Steward Forney under the natural death feature of the Relief Department of the Baltimore and Ohio Railroad Company, as will equal the amount due from the said Steward Forney to the said second party at any time, which insurance the said Steward Forney has agreed with the second party to maintain for its security.

Witness our hands and seals.

Steward Forney (seal)
Tillie Forney (seal)

Test--

Wm. Schnauffer.

State of Maryland, County of Frederick, to-wit--

I hereby certify that on this 31st day of July in the year eighteen hundred and ninety nine, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County aforesaid, personally appeared Steward Forney and Tillie Forney, his wife, and did each acknowledge the foregoing mortgage to be their respective act. And now at the same time, before me personally appeared also Ella R. Hagan, agent of the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth, and the said Ella R. Hogan further made oath, in due form of law, that she is the agent of said mortgagee and duly authorized to make this affidavit. And the said Ella R. Hogan also made oath on the Holy Evangelical of Almighty God and in due form of law that she and the said The Real Estate and Improvement Company of Baltimore City have not required the mortgagors, their agent or attorney or any person for said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will she or the said The Real Estate and Improvement Company of Baltimore City require the same to be paid by the mortgagors or any person for them during the existence of this mortgage.

William Schnauffer,
Notary Public.

Place of Seal.

In consideration of the sum of One Hundred and Seventy-four Dollars and fifty cents, The Real Estate and Improvement Company of Baltimore City hereby assigns the within Mortgage to Tillie Forney. In witness whereof the said The Real Estate and Improvement Company