

folio 62, one of said land records.

The tracts or parcels of land hereby conveyed, being located at or near Deerfield in the Northern part of Frederick County and containing in the aggregate One Hundred and fifty, five acres of land, more or less.

Together with the improvements and all the rights, ways and privileges mentioned in and conveyed by the deed from Mary E. Lent to the said Joseph Englar, dated April 13th 1911, and recorded in liber H. W. B. No. 296, folio 574, etc., one of said land records, and the deed from John W. Warner and wife to said Joseph Englar, dated April 25th 1911, and recorded in liber H. W. B. No. 296, folio 575, etc., one of said land records, and all the rights, ways privileges and appurtenances belonging or in anywise appertaining to the land hereby conveyed.

subject however, to the water rights and privileges granted and set forth in a deed from J. Wesley Creeger and wife to Mary E. lent, dated October 4th 1906, and recorded in liber S. T. H. no. 276 folio 351 etc., one of said land records.

To have and to hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Joseph Englar, his heirs and assigns forever.

provided that if the said P. Hanson Hiss Duncan, his heirs, personal representatives or assigns shall well And truly pay or cause to be paid the aforesaid sum of Two Thousand (\$2,000.) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default shall be made in the premises, the said P. Hanson Hiss Duncan shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues, charges, mortgage debt and interest the said P. Hanson Hiss Duncan for himself, his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, 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 Joseph Englar, his personal representatives and assigns, or E. McClure Rouzer, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all cost incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz--upon giving twenty days notice of the time, place, manner and terms of sale of sale, in some newspaper printed in Frederick County, and such other notice as by the said mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply; first to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars And a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all ex-