

said Ellen V. Broockey do hereby agree to execute these presents.

Now Therefore in consideration of the above recited premises and the sum of Five dollars in hand paid at and before the execution of these presents, the receipt whereof is hereby acknowledged, I the said Ellen V. Broockey do hereby grant in fee simple unto the said Thomas F. Castle all that part or parcel of a lot of ground, situated, on the south side of East Six Street, in Frederick City Maryland, beginning for the same at a point 212 feet West of the North-east corner of East Sixth and East Streets, and running West with the building line of said Street, 60 feet more or less, then South 190 feet and six inches more or less to a 14 foot alley with the use of said alley in common with owners of other lots thereon, thence Eastwardly 60 feet more or less, with the northern line of said alley, thence North 190 feet and six inches to the place of beginning, and being the same lots of ground conveyed to the said Ellen V. Broockey by deed from the Improvement Land and Building Association of Frederick Maryland, bearing date of the 22nd, day of October, 1901, and recorded in Liber D.H.H. No. 11. folio 648 one of the land records of Frederick County, as known as sub-division of said lots as Lots Nos. 8 and 9 on said Building Association plat. Provided that if the said Ellen V. Broockey my heirs, personal representatives or assigns shall pay or caused to be paid to the said Thomas F. Castle his heirs, personal representatives or assigns the said promissory note at the maturity thereof together with all the interest that may accrue thereon according to the terms and conditions thereof, then this mortgage shall be void.

Provided further that until default shall be made in the payment of said promissory note and the interest thereon as aforesaid, the said Ellen V. Broockey shall occupy and possess the said mortgaged premises as of her personal estate therein. But if default shall be made in the payment of the said promissory note at the maturity thereof or if default shall be made in the payment of any one installment of interest thereon when due and payable or if default shall be made in any of the covenants hereinafter contained then it is hereby agreed that it shall then be lawful for the said Thomas F. Castle his heirs, personal representatives or assigns to sell the said mortgaged premises at the Court House door in Frederick City Md, at Public Auction for Cash, First giving notice by advertisement inserted in some newspaper published in Frederick County, setting forth the time, place, manner and terms of sale once a week for three successive weeks prior to the day of sale, and the proceeds of sale shall be applied as follows. First, to the payment of all costs, charges and expenses of sale including reasonable council fees and such commission to the person making such sales as are usually allowed trustees for making sales of real estate in Equity, Secondly, to the payment in full of said promissory note and all interest due thereon up to the time of payment, and lastly, the surplus if any shall be paid to the said Ellen V. Broockey or her assigns.

And the said Ellen V. Broockey do hereby covenant that she will cause the buildings on said property to be insured against loss by fire in some safe and reliable insurance company in the sum of not less than Four hundred dollars, that during the continuance of this mortgage she will keep the same insured pay the premiums thereon and will assign the policy of insurance over to the said Thomas F. Castle or cause the same to be entered to his use or the use of his assigns as additional security.

E. Victor Broockey

Ellen V. ^{her} Broockey (Seal)
mark

Witness our hands and Seals.

Test.

Aaron R. Anders

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:-

I hereby certify that on this 18th, day of April, in the year Nineteen hundred and fourteen, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Ellen V. Broockey, (widow) the above named mortgagor and did acknowledge the above and foregoing deed of mortgage to be her act, and also at the same time before me the subscriber aforesaid, personally appeared Thomas F. Castle the above named mortgagee and made oath in due form of law that the consideration as above stated in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he has not required the mortgagor her agent or attorney nor any person for said mortgagor to pay the tax levied upon the interest covenanted to be paid in advance nor will he require the same to be paid by said mortgagor or any person for her during the existence of this mortgage.

Aaron R. Anders Justice of the Peace.