

pieces and parcels of land, together with the buildings and improvements thereon and the rights and ways thereunto belonging, situate, lying and being in Frederick County State of Maryland, described as follows: All those lots, parcels or parts of lots of land situate, lying and being in the town of Brunswick, Frederick County, State of Maryland, described as follows: first that parcel of land being lot No. 78 in the town of Brunswick on the plat of the old town of Berlin and recorded in Liber W.R. No. 11 folio 288, one of the land records for Frederick County and designated as lot No. 78 on the plat made by James W. Troxell, Surveyor, to be recorded simultaneously with this mortgage, containing 40 square perches of land, being the lot conveyed to Lavinia E. Benjamin by John Hamilton by deed dated January 3rd 1895 and recorded in Liber J.L.J. No. 11 folio 153 one of the land records of Frederick County, being the same lot conveyed to the said Roy E. Benjamin by George W. Wachtel and Reno S. Harp, assignees, in No. 7606 Equity by deed dated Aug 8th, 1903, and intended to be recorded simultaneously with this Mortgage among the Land Records of said Frederick County; Second, those lots or parts of lots of land being Lot No. 53 (Northern half) and likewise parts of lots Nos. 52 and 51 in the town of Brunswick on the plat of the old town of Berlin recorded as above mentioned and designated as lot No. 53 (Northern half) and parts of lots Nos. 52 and 51 on the Plat made by James W. Troxell Surveyor to be recorded simultaneously with this mortgage, Lot No. 53 (Northern half) containing 20 square perches and lots 52 and 51 containing 37 3/4 square perches land, said lot No. 53 (Northern half) and lots Nos. 52 and 51 as now designated in said Troxell plat being the same real estate conveyed to Geo. W. Benjamin by John L. Jordan Sr. and Wm. Graham, surviving partners of Jordan, Graham and Wenner by deed dated February 15th 1887 and recorded in Liber W.I.P. No. 4 folio 72 etc one of the land records for Frederick County, being the same real estate conveyed to the said Roy E. Benjamin by Geo. W. Wachtel and René S. Harp assignees in No. 7606 Equity by deed dated Aug 8th 1903 and intended to be recorded simultaneously with this mortgage among the land records of said Frederick County Maryland, Provided, that if the said Roy E. Benjamin his heirs or executors, administrators or assigns shall pay to the said Myersville Savings bank, or order, the promissory note aforesaid, or shall pay any renewal thereof when such renewal notes shall mature and be payable, then this mortgage shall be void. And provided, that until default be made in the payment of the promissory note aforesaid at maturity or of any renewals thereof when such renewal note shall mature and be payable, the said Roy E. Benjamin shall possess the mortgaged premises as of his 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 notes 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 Routzahn 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 said deceased or declining trustees, consent 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 on the premises, by public auction, for cash, after 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 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 such commissions and reasonable council 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 Roy E. Benjamin, his heirs or assigns, And the said Roy E. Benjamin covenants and agrees