

note at the maturity thereof and all the interest that may accrue thereon according to the tenor and effect thereof, we the said Michael W. Fogle and Elizabeth J. Fogle his wife, 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, we the said Michael W. Fogle and Elizabeth J. Fogle his wife, do hereby grant in fee simple unto the said M. Jeanette Brown all the following described lot or parcel of land with the improvements thereon and rights thereto belonging, situated lying and being on the North side of East South Street extended & West side of Water Street in Frederick City, Frederick District, Frederick County, State of Maryland, and further described and designated as Lots Nos. 1, 2, 3 and 4 on the Plat of Mary A. Weltie's addition to Frederick City, Maryland, which plat is recorded among the land recorded of Frederick County, Md, by reference thereto will fully appear. It being the same property that was conveyed to the said Michael W. Fogle by Deed from Francis Deleplain et al bearing date of June 27-1898 and recorded among the land records just prior to this mortgage provided that if we the said Michael W. Fogle and Elizabeth J. Fogle his wife, our executors, administrators or assigns shall pay or cause to be paid to the said M. Jeanette Brown her executors, administrators 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 the said promissory note and the interest thereon as afore-said, the said Michael W. Fogle and Elizabeth J. Fogle his wife, shall occupy and possess the said mortgaged premises as of their present 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 the same shall become due and payable by the terms and conditions thereof, or if default shall be made in any of the covenants hereinafter contained, then it is hereby agreed that it shall be lawful for the said M. Jeanette Brown her executor, administrators 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, Md, 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 commissions to the person making such sale as are usually allowed Trustees for making sales of Real Estate in Equity.-

Secondly, to the payment in full of the said promissory note and all the interest due thereon up to the time of payment, and lastly the surplus if any shall be paid to the said Michael W. Fogle or his assigns. And the said Michael W. Fogle and Elizabeth J. Fogle his wife, do hereby covenant that they will cause the buildings on said property to be insured from loss by fire in some safe and reliable insurance Company in the sum of not less than TWELVE HUNDREDDOLLARS, that during the continuance of this mortgage they will keep the same insured, pay the premiums thereon and will assign the policy of insurance over to the said M. Jeanette Brown or cause the same to be entered to her use or the use of her assigns as a further and additional security for the payment of the said mortgaged debt.

WITNESS OUR HANDS AND SEALS .

Michael W. Fogle (SEAL)

Elizabeth J. Fogle (SEAL)

Test:- Leslie Cramer