

Maryland, on the North side of the road leading from Creagerstown to Black's Mill and adjoining the lands of David Hoffman, and others, containing sixty-four acres and one-half and thirty seven and six-tenths perches of land, more or less, and being the same tract of land conveyed to George D. Martz by David M. Warner and Jane E. Warner, his wife, by deed May 3rd, A.D. 1892, and duly recorded in Liber J.L.J. No. 1. folio 530, One of the Land Records of Frederick county, Maryland, and being the same real estate as described in the Deed from George D. Martz, to Jane E. Warner, dated August 29th, 1897 and Recorded in Liber S.T.H. No. 280. folio 278, one of the Land Records of Frederick County, Maryland;

THIRD, all that house and lot situated, lying and being in the Village of Creagersville in Creagerstown District, Frederick County, Maryland, designated on Plat of said Town as Lot No. 82, and being the same property conveyed to L. T. Warner by John M. Smith and wife dated March 16 1907, and recorded May 4th, 1907. in Liber S.T.H. No. 280. folios 130. one of the Land Records of Frederick County, Maryland, and being the same real Estate as described in the Deed from Leslie T. Warner and Nettie L. Warner his wife, to Jane E. Warner, dated March 31st, 1909, and recorded in S.T.H. No. 287 folio 172, One of the Land Records of Frederick County, Maryland. Provided that if the said Jane E. Warner, Widow, their heirs or Executors, administrators or assigns shall pay to the Frederick-Town Savings Institution, or order, the promissory Note aforesaid at maturity, or shall pay any renewal thereof when such renewal notes shall mature and be payable and keep all the Covenants herein on the part of said mortgagor agreed to be performed, then this Mortgage shall be void, And Provided, that default shall be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, or until default be made in any covenant herein contained, the said Jane E. Warner, widow shall possess the mortgaged premises as of her 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 given in renewal thereof, when the same shall mature and become payable, then it shall become lawful for Jacob Rohrback, of Frederick, Maryland, or in the event of his death, declination, or inability from any cause, then for J. Marshall Miller, of Frederick, Maryland, as Trustee, 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 the said deceased or declining Trustee, consent being 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 The Frederick-Town Savings Institution, to sell the said property and premises hereby Mortgaged, at the Court House Door, in Frederick City Md., or on the Mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having 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 Trustee or 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 the usual 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 any renewal thereof, with all interest due thereon, and the surplus if any, to pay the same to the said Jane E. Warner, widow, her heirs or assigns.

And the said Jane E. Warner, widow, does hereby covenant and agree that if she should default in the performance of any of the things herein contained to be done and performed by her, and the property herein Mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be