

agreed to be performed, then this mortgage shall be void. And provided that until default be made in the payment of the premissary 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 Loretta V. Lambert and David M. Lambert her husband shall possess the mortgage premises as of their present estate therein. And provided that if default shall be made in the payment of the premissary note aforesaid at maturity or if renewed default shall be made in the payment of any note or notes given in renewal thereof when the same shall mature and become payable then it shall be lawful for Melville E. Dell 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 the 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 premissary note aforesaid, or renewal thereof, with all interest due thereon, and the surplus if any to pay the same to the said Loretta V. Lambert her heirs or assigns. And the said Loretta V. Lambert and David M. Lambert her husband, hereby covenants and agree that if they should default in the performance of any of the things covenanted to be done and performed by them, and the property here in mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned and the said Loretta V. Lambert and David M. Lambert covenant that they will pay the same as they hereby expressly covenant that they will pay the mortgage debt therein mentioned and the interest thereon. And the said Loretta V. Lambert and David M. Lambert her husband, covenant and agree with the said The Frederick Town Savings Institution that they will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a sum not less than two hundred dollars, in some safe and reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that they will assign the policy of insurance or cause the same to be made payable to the said The Frederick Town Savings Institution, for the benefit in case of loss or damage by fire, and the said Loretta V. Lambert and David M. Lambert, her husband, further in like manner covenants and agree that shall they fail in this particular and the said The Frederick Town Savings Institution pay the premiums and assessments necessary to keep said policy of insurance in force, the same so paid with interest thereon shall be a lien on the said mortgaged property as though included in the first instance of the mortgage itself.

Witness our hands and seals this 3rd day of May, in the year 1906.

Loretta V. Lambert (SEAL)

David M. Lambert (SEAL)

TEST---G.W. Kindley.

State of Maryland, Frederick County, to wit!--

I hereby certify that on this 3rd day of May in the year nineteen hundred and six, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Loretta V. Lambert and David M. Lambert, her husband, each personally known to me to be the above named mortgagors, and did each acknowledge the aforesaid mortgage to be their respective and deed.