

said John Henry Johnston by deed of even date herewith, and intended to be simultaneously herewith recorded, among the land records for Frederick County, as by reference there to will more fully appear, provided that if the said John H. Frazier and Mamie A. Frazier his wife, shall pay the aforesaid Promissory Note at maturity and the interest thereon according to the tenor of said note, then this Mortgage shall be void, and provided that until default the said Mortgagors shall possess the Mortgaged Premises And the said John H. Frazier covenants that he will during the continuance of this Mortgage keep the buildings on said Mortgaged premises fully insured against loss or damage by fire, and that he will cause the policy or policies of such insurance to be so framed or endorsed as that in case of loss or damage, the avails thereof will ensure to the benefit of the Mortgagee, to the extent of his lien or claim under this Mortgage, and provided that until default shall be made in the payment of said promissory note, at maturity or the interest thereon, or if default shall be made in any of the covenants of this Mortgage, then it shall be lawful for the said John Henry Johnston his personal representatives or assigns to sell the Mortgaged premises in front of the Court House Door in Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks public notice of the time, place, manner and terms of sale by advertisement in one or more newspapers published in said Frederick County, once a week prior to the day of sale, and to apply the proceeds of such sale to the payment, in the first place of all expenses attending said sale, including reasonable Council fees and the usual Chancery Commissions and then to the payment of this Mortgage, debt, and interest and the surplus if any to the said John H. Frazier his heirs or assigns.

Witness our hands and seals.

Test:-

Lloyd T. MacGill

John H. Frazier (Seal)

Mamie A. Frazier (Seal)

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

I hereby certify that on this 17th day of June in the year 1911, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared John H. Frazier and Mamie A. Frazier his wife, and did each acknowledge the foregoing Mortgage to be their respective act, and at the same time also appeared before me, John Henry Johnston the aforesaid Mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing Mortgage is true and bona fide as therein set forth, and he further made oath in due form of law, that he has not required the Mortgagors their agent or attorney or any person for the said Mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require any tax levied thereon to be paid by the Mortgagors, or any person for them during the existence of this Mortgage.

Lloyd T. MacGill, J.P.

State of Maryland, Frederick County, to wit:-

I hereby certify that the foregoing Copy of Mortgage from John H. Frazier and Mamie A. Frazier his wife to John Henry Johnston is true as taken from Liber H.W.B.No.297 &c. One of the Land Records of Frederick County, Maryland.



In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit court for Frederick County, Md. this 17th day of November A. D. 1916. at Frederick, Md.

Filed Mar, 17th, 1916.  
Filed with the Examiner.  
Jan, 17th, 1917.

Eli G. Haugh Clerk  
of the Circuit Court for Frederick County, Md.

"EXHIBIT E.C.K."

THIS AGREEMENT made this 16th. day of November in the year Nineteen Hundred and Sixteen, by and between Mary A. Frazier, widow of John H. Frazier late of Frederick County, Maryland, deceased, and Mary A. Frazier mother and next friend of Marie Aileen Frazier, Estelle Virginia Frazier, Louise Sale Frazier and John H. Frazier all infants and heirs at law of said John H. Frazier, deceased, for herself and on behalf of said infants, heirs at