

Maulsby, Jr., Trustee, by deed dated May 22nd, 1906, and recorded in Liber S.T.H.No. 274, folio 501, &c. one of the land records of said County!

Third, a lot of ground on the West side of Middle alley in said City, designated as Lot No. 3 on a plat filed in No. 4780 Insolvent in the Circuit Court for Frederick County, and fronting on said alley 38 feet, more or less, and extending Westwardly the same width for the distance of 141 feet, more or less, to the Eastern line of the lot designated as Lot No. 4; being the same property which was conveyed to the said Lewis C. Walter by Thomas H. Myers and wife by deed dated October 29th, 1906, and recorded in Liber S.T.H.No. 276, folio 515 &c. one of the land records of said County; together with a right of way and user for the same use of the said lot as described in the said deed;

Fourth, all that part of lot No. 38 on the Plat of said City, lying on the West side of Locust Alley, between Fifth and Sixth Streets, fronting on said Alley 62 feet, with a depth of 30 feet; and being the same property which was conveyed to the said Lewis C. Walter by John J. VanFossen by deed dated December 11th, 1906, and recorded in Liber S.T.H.No. 278, folio 170, one of the Land Records of said County, by reference to all of which records the same will fully appear!

Together with the buildings and improvements thereon and the rights, ways, privileges and easements thereunto belonging. Provided that if the said Lewis C. Walter, his heirs or assigns, shall pay the said promissory note at maturity, together with the interest thereon according to the tenor thereof, then this Mortgage shall be void.

And provided that until default shall be made in the payment of the said promissory note at maturity, or of the interest thereon, or of any part thereof, according to the tenor thereof it shall be lawful for the said Lewis C. Walter, his heirs and assigns, to occupy and possess the said mortgaged premises as of his present estate therein.

And the said Mortgagor, for the considerations aforesaid, hereby covenants with the said Mortgagee, his personal representatives and assigns, that he will pay the said promissory note at maturity, together with the interest due thereon, according to the terms thereof.

And the said Mortgagor, for the consideration aforesaid, hereby further covenants with the said Mortgagee, his personal representatives and assigns, that he will insure, and pending the existence of this Mortgage will keep insured, the buildings on the hereby mortgaged premises against loss and damage by fire in some reliable fire insurance company in a sum not less than twenty-five hundred dollars, and that they will have the policy of insurance so framed or endorsed that it will inure to the benefit of the said Mortgagee, and his assigns, to the extent of his or their interest herein, in case of loss or damage by fire. And provided that if default shall be made in the payment of the said promissory note at maturity, or of any part thereof, or of the interest due thereon, or of any part thereof, according to the terms thereof, then it shall be lawful for the said Hiram J. Grove, his personal representatives and assigns, to sell the hereby mortgaged premises by public auction for cash at the Court House Door in Frederick City, in Frederick County, Maryland, after having given at least three weeks' public notice of the time, place, manner and terms of sale by an advertisement inserted in some newspaper, published in Frederick County, once a week for three successive weeks prior to said sale, and by such other notice as shall be deemed necessary by the party making said sale, and the proceeds of said sale shall be applied as follows: First, to the payment of the costs and expenses attending the making of said sale, the usual chancery commissions, a reasonable counsel fee, and all taxes, public dues and charges on the said premises; Second, to the payment of the Mortgage debt in full, including the principal and interest thereupon up to the time of payment; and Lastly the surplus, if any, shall be paid over to the said Mortgagor, his heirs and assigns.

Witness the hand and seal of the said Mortgagor;

Lewis Walter (seal)

Test: C.H. Eekstein.

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 1st day of June, in the year nineteen hundred and eight, before me, the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared the said Lewis C. Walter and did acknowledge the foregoing Mortgage to be his act and deed; and at the same time before me also personally appeared the said Hiram J. Grove and made oath in due