

(\$3,000.00) dollard now due from said Emma J. Smith, unmarried, to the Real Estate, MORTGAGE AND INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, a body corporate, I the said Emma J. Smith do grant and convey unto the said REAL ESTATE, MORTGAGE AND INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, and its assigns, in fee simple, all that piece or part of a lot or parcel of ground, with all the buildings and improvements thereon, being the Northern part of Lot Number One Hundred and Fifteen (115) situate, lying and being on the South side of West Third Street, in Frederick City, Frederick County, State of Maryland, and fronting on said South side of West Third Street Thirty Five feet, more or less, and running back for depth One Hundred and Thirty-One feet, more or less, and being the same property which was conveyed to the said Emma J. Smith by Caroline G. Johnson, by deed dated April 1st, 1910, and duly recorded in Liber H.W.B. No. 292, Folio 17, one of the Land Records for Frederick County aforesaid; and also being the same property which was conveyed to the said Caroline G. Johnson by Clarence Thomas Kemp and Mary M. Kemp, his wife, by deed dated April 20th, 1903, and recorded in Liber D.H.H. No. 17, Folio 186, one of the aforesaid Land Records, reference hereby being made to the two aforesaid deeds for a more full and complete description;

Together with all buildings, improvements, rights, ways, easements and appurtenances whatsoever thereunto belonging.

Provided that if the said Emma J. Smith shall pay at maturity or when due the promissory note given for said indebtedness of Three Thousand (\$3,000.00) dollars of even date herewith by said Emma J. Smith, payable six months after date, and made payable to the said REAL ESTATE AND MORTGAGE INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, or order, with interest thereon at six per cent, per annum, or any renewal or renewals of said note at maturity with interest thereon at the same rate and comply with all the covenants in the Mortgage, then this Mortgage shall be void, otherwise to be in full force and effect. And the said Emma J. Smith covenants to keep the improvements on said ground fully insured from loss by fire, pay the premiums of insurance and protect in the policy of insurance the said REAL ESTATE, MORTGAGE AND INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, and to pay all taxes on the Real Estate hereby conveyed. And she further covenants that should she fail in paying the said taxes and the premiums for said insurance and said REAL ESTATE, MORTGAGE AND INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Emma J. Smith in the payment of the said promissory note at maturity, or when due or any renewal or renewals thereof at maturity, or any interest thereon, or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for John N. Clary, President of said Company, or his successor in office, or any Assignee of this Mortgage, to enter and possess and sell the said Mortgaged premises at the Court house Door, 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 in some newspaper published in Frederick County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the Mortgagee or assignee and then to the payment of the said promissory note, or any renewal or renewals thereof with all interest due and unpaid and to pay the amount of the taxes and the amount of the premiums of insurance paid by the said REAL ESTATE AND MORTGAGE AND INVESTMENT COMPANY OF FREDERICK COUNTY, MARYLAND, with interest thereon from the time the said taxes and said premiums were