

said Rutherford B.H.Mohler and Leona Mohler, his wife, to the Franklin Savings Bank, of Frederick, a body corporate, we the said Rutherford B.H.Mohler and Leona Mohler, his wife, do grant unto the said Franklin Savings Bank, of Frederick, in fee simple, all that lot or parcel of ground situate, lying and being on the North side of Madison Street 1 in Frederick City, Frederick County, Maryland, known and designated as Lot No. 22 in Lynch and Orndorff's Addition to Frederick and being the same land and premise which were conveyed to the said Rutherford B.H.Mohler and Leona Mohler, his wife by Mary C. Schwearing by deed of even date herewith and intended to be simultaneously herewith recorded among the Land Records of Frederick County as by reference thereto will more fully appear, the said sum of money hereby secured being a part of the purchase money for said land, loaned by said Bank, Provided that if the said Rutherford B.H.Mohler and Leona Mohler, his wife shall pay at maturity the promissory note given for said indebtedness of Eleven hundred dollars of even date herewith by said Rutherford B.H.Mohler and Leona Mohler, his wife payable six months after date and made payable to the said Franklin Savings Bank, of Frederick or order, or any renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect. And the said Rutherford B.H.Mohler and Leona Mohler, his wife covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said Franklin Savings Bank, of Frederick, and to pay all taxes on the real estate hereby conveyed. And they further covenant that should they fail in paying the said taxes and the premiums for the said insurance and the said Franklin Savings Bank, of Frederick, 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 Rutherford B.H.Mohler and Leona Mohler his wife in the payment of the said promissory note at maturity, or of any renewal thereof at maturity or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for George W. Heinlein, of Frederick, Maryland, or the Assignee of this Mortgage, to enter and possess and sell the said mortgaged premises at the Court House door in 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 one 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 with the interest thereon, that is due and unpaid, or to the payment of the last renewal note of the said promissory note with the interest on the said renewal note that is due and unpaid, and to pay the amount of the taxes and the amount of the premiums of insurance paid by the said Savings Bank, with interest thereon from the time the said taxes and said premiums were paid, and to pay the surplus to the said Rutherford B.H. Mohler and Leona Mohler, his wife and in case payment should be made after advertisement under said power, then accrued expenses and only half commissions shall be paid by the said Mortgagors.

Test:- Geo. W. Heinlein

Rutherford B.H.Mohler (seal)  
Leona Mohler (seal)

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

I hereby certify, That on this 1st day of April in the year 1910 before the subscriber a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Rutherford B.H.Mohler and Leona Mohler his wife and did each acknowledge the foregoing Mortgage to be their respective act, And at the same time personally appeared before me, Clayton G. Keedy, Attorney and Agent of the said Franklin Savings Bank, of