

wife, now stand indebted unto The Central Trust Company of Maryland, a body corporate, in the sum of Thirty Three Hundred Dollars (\$3300.00) upon their promissory note of even date herewith, payable to the order of the said The Central Trust Company of Maryland, six months after date, with interest from date, and for the better securing the payment of said promissory note at maturity or of any other note or notes that may from time to time be given hereafter in renewal of the same or of any part thereof, and for the further consideration of the sum of One Dollar, paid by the said The Central Trust Company of Maryland to the said Joseph A. Ludy and Lillian Ludy his wife, we, the said Joseph A. Ludy and Lillian Ludy, his wife, do grant in fee simple unto the said The Central Trust Company of Maryland all the following described property situate, lying and being in Frederick County, State of Maryland, viz:- (1) All that tract or parcel of land known as "Rough and Smooth", containing 70 acres of land, more or less, and more particularly described in a deed from William H. Ludy and Susan Ludy, his wife, to the said Joseph A. Ludy, dated November 10th, 1897, and recorded in Liber D.H.H. No. 3, folio 237;

(2) All those two parcels of land containing in the aggregate 7 acres, 2 roods, and 10 square perches, of land more or less, and more particularly described in a deed from William H. Shank to the said Joseph A. Ludy and wife, dated June 30th, 1904, and recorded in Liber S.T.H. No. 267, folio 170;

(3) All that tract or parcel of land more particularly described in a deed from Hiram T. Smith and Laura A. Smith, his wife, to the said Joseph A. Ludy, dated June 31st, 1906, and recorded in Liber S.T.H. No. 276, folio 160, containing 1 acre, 3 roods and 2 square perches of land, more or less.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in any wise appertaining.

Provided, that if the said Joseph A. Ludy and Lillian Ludy, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Joseph A. Ludy and Lillian Ludy, his wife, shall possess the said mortgaged property as of their present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due, according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said The Central Trust Company of Maryland, its successors or assigns, or Emory L. Coblenx, as trustee, to sell the said property and premises hereby mortgaged either in front of the Court House door, in Frederick City, Maryland, or on the mortgaged premises by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery Commission and a reasonable fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promisor note aforesaid, or renewal thereof, with all interest due thereon whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Joseph A. Ludy and Lillian Ludy, his wife, or to whoever may be entitled to the same.

And the said Joseph A. Ludy and Lillian Ludy, his wife, covenant that they will keep during the continuance of this Mortgage, the buildings erected on the said mortgaged premises insured for a reasonable amount of money in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that they will cause the Policy of Insurance to be so transferred or endorsed as to inure to the benefit of the said The Central Trust Company of Maryland in case of loss or damage by fire.