

date with this mortgage and intended to be recorded among the Land Records of Frederick County simultaneously with or prior to the recording of this mortgage, as by reference thereto will more fully appear.

Together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or appertaining.

Provided, that if the said Annie A. Zimmerman and John M. Zimmerman, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, 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 in the payment of any instalment of interest thereon, when the same is due according to the tenor of said promissory note, the said Annie A. Zimmerman and John M. Zimmerman 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 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 Annie S. Groff, her personal representatives or assigns, to sell the said property and premises hereby mortgaged at the Court House door in Frederick City, Frederick County, Md., 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 commissions and a reasonable counsel fee, and then to the payment of the promissory note aforesaid 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 Annie A. Zimmerman and John M. Zimmerman or to whoever may be entitled to the same,

And the said Annie A. Zimmerman and John M. Zimmerman covenant that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable sum 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 mortgagee in case of loss or damage by fire.

Witness our hands and seals.

Test:

Richard Potts

Annie A. Zimmerman (SEAL)

John M. Zimmerman (SEAL)

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

I hereby certify that on this First day of November, A.D. 1905, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Annie A. Zimmerman and John M. Zimmerman, the said mortgagors and acknowledged the foregoing mortgage to be their act. And at the same time also appeared Emory L. Coblantz, agent for Annie S. Groff, the said mortgagee, and made oath in due form of law that the consideration stated in the said mortgage is true and bonafide, as therein set forth, and also made oath in due form of law that the said mortgagee has not required the said mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied on the interest covenanted to be paid, in advance, nor will said mortgagee require any tax levied thereon to be paid by the said mortgagors or by any person for them during the existence of this mortgage. And the said Emory L. Coblantz further made oath in due form of law that he is the agent of the said Annie S. Groff and was by her authorized to make the foregoing affidavit.

Given under my hand and Notarial seal the day and year first above written.



Richard Potts

Notary Public.

For value received I hereby transfer and assign the within and foregoing mortgage and the mortgage debt secured thereby to Emory L. Coblantz for the purpose of foreclosure.

Witness my hand and seal this 4th day of March A.D. 1919.