due of said land, hereby conveyed, (being 3 acres more or less) adjoining the above described 11-1/1 acres, having been in continous possession (exclusive adverse and peacful) of the said Mortgager for more than thirty five years, last past. the same having been enclosed, by fence as they new stand, from said period of time,

Provided That if the said Charles Nolly, and Mary Ellen Nolly his wife, shall pay at Maturity the promissory note, given for said indebtedness, of One hundred Dollars, of even date herewith. by said Charles Nolly and Mary e, Nolly his wife, payable six months after date and made payable to William H. Nicodemus, Secretary of the said Franklin Savings Bank, of Fred erick, 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 virtue in law,

And the said Charles Nolly and Mary Ellen Nolly his wife, Covenant to Keep the improvements on said ground fully insured from loss by fire, pay the premiums of Insurance as they fall due and assign the policy of insurance to the said Franklin Savings Bank, and to pay all taxes, on the Mortgage debt, hereby secured, and to pay all taxes on the real estate hereby conveyed and They further covenant, that should they fail in this, and apaying the said Taxes, and the prem Miums for said Insurance, and the said Franklin Savings Bank of Frederick pay the premiums, for the said Insurance, and the said taxes so paid and the amount of the Taxes so paid and the amo unt of the premiums. so paid with interest thereon shall be a lien on the Mortgaged property, as though included in the Mortgage itself.

PROVIDED, That if Default Shall be made by the said Charles Nolly, and Mary Ellen Nolly his wife in the payment, of the said premissory note at maturity or any renewal thereof at maturity, or if default shall be made in any of the covenants, in this Mortgage then it shall be lawful for the said William H, Nicodemus, Secretary of the said Franklin Savings Bank of Frederick or his successor in office to enter and Possess and sell said Mortgaged premises at the Court House door in Frederick City, Maryland, at public Auction for cash, and the Or one half cash. and the residue in six months from the day of sale, at option of William H,Nicode mus, Secretary of the said Savings Bank, or his Successor in Office, after giving at least Three weeks public Notice of the time.place Manner and terms of sale, in some newspaper, published in the City of Frederick at least once a week for three successive weeks, prior to the day of Sale, and to apply the preceeds thereof to the Payment of all expenses attending said sale inc luding Court Costs the usual Chancery Commissions, all Counsel fees of the Mortgagee, and then to the payment of the promissory note, with the interest thereon, that is due and unpaid, or t the payment of the last renewal note, of the said promissory note, with the interest on said renewal note that is due and unpaid, or to the payment of the amount of the Taxes, and the amount 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 Charles Nolly,

Witness our hands and seals,

Test;
Alfred Ritter,

Charles his x mark Nolly (seal)

Mary Ellen her x mark Nolly (seal)

State of Maryland, Frederick County, to wit;

I hereby certify that on this 15th day of January in the year 1894, before the Subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Charles Nolly, and Mary Ellen Nolly his wife and did each acknowledge the foregoin Mortgage to be their respective act, and at the same time personally appeared William H, Ni codemus Secretary of the Franklin savings Bank of Frederick, and made oath in due form of Law, that the consideration is true and bona fide as therein set forth, and he further made oath in like manner, that he is the Secretary and agent of said Bank, and as such authorize by said Bank to make this Affidavit.

Alfred Ritter, J.P.

State of Maryland Frederick County, to wit; I hereby certify that the foregoing is a True Copy of the Original Mortgage from Charles Nolly, and Mary Ellen Nolly his wife, to The Franklin Savings Bank, of Frederick as recorded in Liber J,L.J,No.8 folio 621, &c. one of the Land Records of Frederick County, Maryland,

In Testimony whereof, I hereunto subscribe my name and affix the seal of the cir cuit Court for Frederick County, this 13th day of February A,D,1920,

PLACE OF SEAL

Eli G. Haugh
Clerk of the Circuit Court for Frederick County,