

ate, her husband, tenant by curtesy, and Charles E. Hargate and George W. Hargate, as her only children and heirs at law, the said George W. Hargate and wife having heretofore, on the 22d day of February, 1893, conveyed unto the said Charles E. Hargate, his brother, all of the right, title and interest in and to said real estate, which deed of conveyance is recorded among the Land Records of Frederick County, before the recording of this mortgage, Provided that if we, the said Charles E. Hargate, Cornelia A. Hargate, his wife, or George Hargate, our heirs, personal representatives, or assigns, shall pay unto said Lewis O. Whip, his personal representatives or assigns, the above named single bill, and all interest that may accrue thereon when the same shall become due and payable, then this mortgage shall be null and void, But if default shall be made in the payment of said single bill, or in the payment of any installment of interest that may accrue thereon, or in the performance of any covenant agreed by said mortgagors herein, on their part to be performed, then it is hereby agreed that the whole of said mortgage debt shall become due and payable, whether the same has become due or not by the terms of said single bill, and in event of default in either, particular, then it may and shall be lawful for said Lewis O. Whip, or for his personal representatives or assigns, to sell the said mortgaged real estate at public sale for cash on the premises in the town of Jefferson, Frederick County Maryland, but, before making such sale the said person or persons authorized under this trust clause to make such sale shall first give at least three weeks public notice of such sale by advertisement in one or more of the newspapers published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, and the proceeds of such sale shall be applied as follows, First, to the payment of all costs and expenses of sale, including the usual chancery commissions to the person or persons making such sale, and also counsel fees, - Second, to the payment in full of the mortgage debt, principal and interest, and lastly, to pay the surplus, if any, unto the said Charles E. Hargate, Cornelia Hargate and George Hargate their heirs, personal representatives or assigns.

And the said mortgagors covenant with said mortgagee that during the continuance of this mortgage they will cause the buildings on the property hereby conveyed to be insured in a safe and reliable fire insurance Company for a sum of money not less than three hundred dollars, that they will keep the same insured by paying all premiums or assessments that may be levied thereon, and as an additional security they will transfer and assign the said policy to said mortgagee.

And the said mortgagors further covenant with said mortgagee that they will pay or cause to be paid all taxes or public dues levied or hereafter to be levied by law not only upon the real estate hereby mortgaged, but also upon the mortgage debt created or secured by this mortgage.

Witness the hands and seals of said mortgagors.

Witness; Ezra M. Thomas.

Charles ^{his}_{mark} E. Hargett (seal)
Cornelia A. Hargett (seal)
George Hargett (seal)

State of Maryland, Frederick County, Set:-

I hereby certify that on this 23rd day of February, in the year eighteen hundred and ninety three before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Charles E. Hargate, Cornelia A. Hargate, his wife, and George Hargate, his father, the above named mortgagors, and did each acknowledge the above and foregoing mortgage to be their respective act and deed; and at the same time before me also appeared Lewis O. Whip, the above named mortgagee, and made oath in due form of law that the consideration as stated in the above and foregoing mortgage is true and bona fide as therein set forth.

(Filed February 12, 1923)

Ezra M. Thomas J.P.

I hereby assign the foregoing mortgage to Milton G. Urner Jr., for the purpose of foreclosure.

Witness my hand and seal this 6th day of January A. D. 1923.

Witness; E. E. Starkey.

Lewis O. Whip (seal)

Assignment recorded Feb, 9-1923.

Test; Eli G. Haugh, Clerk.)