

Provided that if the said Cornelius Woodward and Gertrude Woodward, his wife, their heirs or executors, administrators or assigns, shall pay to the said Myersville Savings Bank or order, the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, then this mortgage shall be void, And provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Cornelius Woodward and Gertrude Woodward, his wife, shall possess the mortgaged premises as of their present estate therein, And provided, That if default be made in the payment of the promissory note aforesaid at maturity or if renewed default shall be made in the payment of any note or notes given in renewal thereof when the same shall mature and become payable, then it shall be lawful for George W. Bittle or Ezra Routzahn or the survivor of them as trustees, or in case of their or his death or declining to execute said trust, then for any other trustee, to be appointed by order of the Circuit Court for Frederick County, as a Court of Equity, in place of the said deceased or declining trustees, consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said Myersville Savings Bank to sell the said property and premises, hereby mortgaged, at the Court House door in Frederick City, Md. by public auction for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper and to apply the proceeds of such sale to the payment in the first place, of all costs charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said Cornelius Woodward and Gertrude Woodward, his wife, their heirs or assigns. And the said Cornelius Woodward and Gertrude Woodward, his wife, covenant and agree with the said Myersville Savings Bank, that they will keep during the continuance of this Mortgage, the buildings erected on the said mortgaged premises, insured for a sum of not less than Six Hundred Dollars, in some safe and reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will assign the policy of insurance, or cause the same to be made payable to the said Myersville Savings Bank for its benefit in case of loss or damage by fire, And the said Cornelius Woodward and Gertrude Woodward, his wife, further in like manner covenant and agree that should they fail in this particular, and the said Myersville Savings Bank pay the premiums and assessments necessary to keep said policy of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in the mortgage itself.

Witness our hands and seals this 1st day of April in the year A.D. 1909,

Test:- John Francis Smith.

Cornelius Woodward (seal)

Gertrude Woodward (seal)

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

I hereby certify that on this 1st day of April in the year Nineteen Hundred and Nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Cornelius Woodward and Gertrude Woodward, his wife, each personally known to me to be the above named mortgagors, and did each acknowledge the foregoing mortgage to be their act.

John Francis Smith J.P.

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

I hereby certify that on this 1st day of April in the year Nineteen Hundred and Nine before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Geo. W. Bittle, Treasurer and agent of the Myersville Savings Bank, Mortgagee, and made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth; and the said Geo. W. Bittle, Treasurer also further made oath in due form of law that said mortgagee has not required the mortgagors their agent of attorney, or any person for the