

PROVIDED further that until default shall be made in the payment of the said joint and several promissory note and the interest thereon as aforesaid, the said Walter P. Simmers and Barbara G. Simmers, his wife, shall occupy and possess the said mortgaged premises as their present estate therein.

But if default shall be made in the payment of the said joint and several promissory note at the maturity thereof or if default shall be made in the payment of any one installment of interest thereon when the same shall become due and payable by the terms and conditions thereof or if default shall be made in any of the covenants hereinafter contained then it is hereby agreed the whole mortgage debt shall become due and payable whether the same shall mature by the terms thereof or not and it shall then be lawful for the said Noah E. Cramer his heirs, personal representatives or assigns, to sell the said mortgaged premises at the Court House Door in Frederick City, Maryland at Public Auction for cash;- First giving notice by advertisement inserted in some newspaper published in Frederick County, setting forth the time, place, manner and terms of sale once a week for three successive weeks prior to the day of sale and the proceeds of sale shall be applied as follows; First the payment of all costs, charges and expenses of sale including counsel fees and such commissions to the person making such sale as are usually allowed for making sales of real estate in equity;- Secondly, to the payment in full of said joint and promissory note, and all the interest due thereon, up to the time of payment, whether the same shall have matured by the terms thereof or not, and lastly the surplus if any shall be paid to the said Walter P. Simmers and Barbara G. Simmers his wife, or their assigns, and the said Walter R. Simmers and Barbara G. Simmers, his wife, do hereby covenant that they will cause the buildings on said property to be insured from loss by fire in some safe and reliable insurance company, in the sum of not less than Thirty-Five Hundred Dollars, that during the continuance of this mortgage they will keep the same insured pay the premiums thereon and will assign the policies of insurance over to the said Noah E. Cramer or cause the same to be entered to their use or the use of their assigns as a further and additional security for the payment of the said mortgage debt.

Test;- James H. Cramer.

Walter R. Simmers (seal)
Barbara G. Simmers (seal)

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

I hereby certify that on this 14th day of January, in the year Nineteen Hundred and Twenty-four, before me the subscriber a Notary Public of the State of Maryland in and for Frederick County personally appeared Walter R. Simmers and Barbara G. Simmers, his wife, the within named mortgagors and did each acknowledge the foregoing deed of mortgage to be their respective act, and at the same time before me the subscriber aforesaid personally appeared Noah E. Cramer the above named mortgagee and made oath in due form of law that the consideration as stated is true and bonafide as therein set forth and also at the same time made oath in due form of law that he has not required mortgagors their agent or attorney nor any person for them to pay the tax levied upon the interest covenanted to be paid in advance nor will they require the same to be paid by them or any person for them during the existance of this mortgage.

(Wafer Seal) In testimony whereof I hereunto set my hand and affix my Notarial Seal the day and year first above written.

James H. Cramer
Notary Public.

I hereby assign the within and foregoing mortgage to Walter E. Sinn for foreclosure.

WITNESS my hand and seal this 25th day of September in the year 1924.

Witness; M. C. Kefauver.

Noah E. Cramer (seal)
Mortgagee.

Assignment recorded September 26, 1924.

Test;- Eli G. Haugh, Clerk.