

when such renewal note shall mature and be payable, and shall perform each and every covenant in this mortgage contained, 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 Harry W. Fisher and Nettie S. Fisher, 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 of any renewal thereof when such renewal note shall mature and be payable, 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 George H. Beimbrink, his executors, administrators or assigns, to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Frederick County, Maryland, by public auction, for cash, after having first 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 date of sale, and to apply the proceeds of such sale to the payment in the first place, of the expenses attending the sale, including the usual commissions and reasonable counsel fees, for preparing bond, report of said 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 Harry W. Fisher and Nettie S. Fisher, his wife, their heirs or assigns.

Witness our hands and Seals.

Test:- Edwin Devilbiss.

Harry W. Fisher (seal)
Nettie S. Fisher (seal)

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

I hereby certify that on this 4th day of March, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Frederick County, personally appeared Harry W. Fisher and Nettie S. Fisher, his wife, the said mortgagors, and acknowledged the foregoing mortgage to be their respective act; and at the same time also personally appeared George H. Beimbrink, mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide 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 the said mortgagors require any tax levied thereon to be paid by the said mortgagors, or by any person for them, during the existence of this mortgage



Given under my hand and Notarial Seal on the day and year first above mentioned.

(Filed July 9, 1924)

Edwin Devilbiss.
Notary Public.

EXHIBIT "B" Note.

\$400.00

Walkersville, Maryland March 4, 1922.

Six Months after date, we jointly and severally promise to pay to the order of George H. Beimbrink Four Hundred Dollars for value received with interest from date negotiable and payable at the Walkersville Savings Bank, Walkersville, Maryland.

And we hereby authorize and empower any attorney of any Court of Record in the State of Maryland or elsewhere, to appear for us in our name before any Court or Justice of the Peace in said State or elsewhere and confess judgment against us for the amount due the holder of this note, with cost of suit, attorneys, fees of ten per cent, for collection if made on fi fa, release of errors, and waiving all stay of execution and right of appeal. And we and each of us do hereby expressly waive the benefits of any and all