

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Henry S.B.DeGrange his heirs and assigns forever.

PROVIDED that if the said William A.J.Pomeroy and Lula V.Pomeroy, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eleven thousand one hundred and sixty 50/100 Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said William A.J.Pomeroy and Lula V.Pomeroy shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charged, mortgage debt, and interest, the said William A.J.Pomeroy and Lula V.Pomeroy his wife, for themselves & their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable.

BUT if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Henry S.B.DeGrange or his personal representatives or assigns, or his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz; upon giving twenty day's notice of the time, place, manner and terms of sale, in some newspaper printed in Frederick County, and such other notice as by the said Mortgagee his personal representatives or assigns may be deemed expedient; and in the event of sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; First to the payment of all expenses incident to such sale, including a fee of One hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves & their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court Costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one half the percentage allowed as commission to trustees making sale under ordered or decrees of the Circuit Court for Frederick County in Equity, which said expenses costs and commission the said Mortgagor for themselves & their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagee or his personal representatives or assigns or his or their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the said William A.J.Pomeroy and Lula V.Pomeroy for themselves & their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee or his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Two hundred &