

thereto or to any of said tracts of land belonging or in any wise appertaining.

To have and to hold the above granted property and each of them unto the said Thomas C. Hays, his heirs and assigns forever in fee simple.

PROVIDED, that if the said Ida C. Rider and Joseph H. Rider and Walter L. Rider their executors, administrators or assigns shall pay to the said Thomas C. Hays the promissory note aforesaid at maturity and the interest when due and payable then this Mortgage shall be void.

AND PROVIDED, that until default is made in the payment of the said promissory note at maturity or the interest thereon when due and payable or in any of the covenants hereinafter contained on their part to be performed the said Ida C. Rider and Joseph H. Rider shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, that if default shall be made in the payment of the said promissory note at maturity and the interest thereon when due and payable or any part of either of them or in any of the covenants hereinafter contained on their part to be performed, then it shall be lawful for the said Thomas C. Hays or his assigns to sell the said property and premises hereby mortgaged at the Hotel Slagle in the town of Emmitsburg, Maryland, by public auction for cash after giving at least three weeks previous notice of such sale in some newspaper published in Frederick County, of the time, place, manner and terms of sale and such other notice as the said Thomas C. Hays or his assigns shall think proper and shall apply the proceeds of such sale in the first place to the payment of all expenses attending said sale including reasonable counsel fees and usual commissions and then to the payment of the said promissory note and the interest thereon, and the surplus, if any, to the said Ida C. Rider and Joseph H. Rider their heirs or assigns. And the said Ida C. Rider and Joseph H. Rider covenant and agree with the said Thomas C. Hays that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured in some safe and reliable fire insurance Company for a sum of not less than one thousand dollars, 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 Thomas C. Hays for his benefit in case of loss or damage by fire. And the said Ida C. Rider and Joseph H. Rider further and in like manner covenant and agree that should they fail in this particular and the said Thomas C. Hays pay the premiums and assessments necessary to keep the said policy of insurance in force the same so paid shall be a lien on the said mortgaged property and premises as though included in the first instance in the mortgage itself.

And the said Ida C. Rider and Joseph H. Rider further and in like manner covenants and agree to pay the said mortgage debt when due and payable and to pay all costs and expenses incurred by the Mortgage in collection of the same including reasonable counsel fees in the said collection, which said costs and expenses and reasonable counsel fees incurred in the said collection 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.

Test; P.F. Burket.

Ida C. Rider (seal)
Joseph H. Rider (seal)

State of Maryland, Frederick County to-wit;-

I hereby certify that on this 6 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, aforesaid, personally appeared Ida C. Rider and Joseph H. Rider and did each acknowledge the foregoing mortgage to be their respective act, and at the same time personally appeared Thomas C. Hays, Mortgagee and made oath in due form of