benefit of the said mortgagee and its assigns,forever.

PROVIDED That if the said James H.Smith,and Alice C.Smith,his wife,shall pay or cause to be paid the aforesaid note,or any renewal replacement or substitution of the same according to the tenor thereof,and shall perform all the covenants 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 Jamea H.Smith,and Alice C.Smith,his wife,their heirs and assigns,shall possess the aforesaid property upon paying in the meantime,all taxes and assessments,public dues and charges of every kind,levied or assessed,or to be levied or assessed,on the hereby mortgaged property,which taxes,assessments,public dues charges,mortgage debt and interest,the said mortgagors,for themselves and for their heirs,executors and assigns,do hereby covenant to pay when legally demandable; but if default be made in the payment of said money or the interest thereon to accrue,or in any part of either one of them,at the time limited for the payment of the same,or in any agreement,covemant or condition of this mortgage,then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said The Farmers & Mechancis National Bank of Frederick, or James H.Harris its President,Trustee,or its assigns,oer personal representatives at and time after such default,to sell the property hereby mortgaged,or so much thereof as may be nexessary to satisfy and pay said debt,interest and all costs incident to making such sale,and to grant and convey the said property to the purchaser or purchasers thereof,his,her or their heirs and assigns,and which sales shall be made in the manner following. to wit; upon giving 20 days notice of the time,place manner and terms of sale,in some newspaper printed and published in Frederick County,Maryland,which time,place,manner and terms of sale,shall be fixed by the mortgagee,or party selling,and in the event of a sale of said property under the power hereby granted,the proceeds arising from such sale to apply first to the payment of all expenses incudent to such sale,including all taxes assessed on the property hereby mortgaged,over due and paid by the said mortgagee,or holder of this mortgage,and commissions to the party making sale of said mortgagee,its personal representatives and assigns,under this mortgage, whether the same shall have been matured or not,and the surplus if any shall be paid to the said mortgagors,their heirs and assigns,or to whoever may be entitled to receive the same,and

IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage,then the party or parties rightfully so advertising the same shall be entitled to one-half the commissions above provided computed on the amount of the debt hereby secured and remaining unpaid,expenses of advertising,and other legal costs, and the said mortgagors for themselves,and for their heirs,executors,administrators and assigns,do further covenant to insure,and pending the existance of this mortgage to keep insured the improvements on the hereby mortgaged land,to the amount of at least Ten Thousand ($10.000.) Dollars,and to cause the policy to be effected thereon,to be so framed or endorsed,as in case of fire to enure to the benefit of said mortgagee,its personal representatives and assigns,to the extent of its or their claim or lien hereunder.

WITNESS Our hands and seals.

James H.Smith (seal)

Chas.B.T.Hendrickson Alice C.Smith (seal)

Notarial

State of Maryland,Frederick County,Sct;-

I hereby certify that on this 25th day of October A.D.1922,before the subscriber,a Notary Public,for the said State,in and for the County aforesaid,personally appeared James H.Smith, and Alice C.Smith,his wife,and did each acknowledge the above and aforegoing mortgage to be their respective act.

Chas.B.T.Hendrickson
Notary Public.