

ance and not conveyed hereby of that portion of the above described tract of land, containing ninety-three acres, and twenty-one square perches of land which was conveyed by the said Perry L. Romig and Lydia A. Romig unto George W. Runkles and James B. Runkles, by deed dated October 21st, A.D. 1919, and recorded in Liber H.W.F. No. 296 folio 547, one of the Land Records of Frederick County, Maryland, the real estate hereby intended to be conveyed being the same real estate as described in the Deed from Perry L. Romig and Lydia A. Romig, his wife, to Pliny P. Day, dated March 27th 1912, and recorded among the Land Records of Frederick County, Maryland, before the recording of this Mortgage.

PROVIDED that if the said Pliny P. Day and Lena E. Day, his wife, their heirs or executors, administrators or assigns shall pay to the said The Frederick-Town Savings Institution, or order, the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable and keep all the covenants herein on the part of said mortgagors agreed to be performed, 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, or until default be made in any covenant herein contained, then said Pliny P. Day and Lena E. Day, his wife, shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, That if default shall be made in the payment of the promissory note aforesaid, or if renewed, default shall be made in the payment of any note or notes given in renewal thereof, when the same shall mature and become payable, then it shall be lawful for Melville E. Doll, of Frederick, Maryland, or in the event of his death, declination, or inability from any cause, then for J. Marshall Miller, of Frederick, Maryland, as trustee, or in case of their, or his death or declining to execute said trust, then for any other trustee, to be appointed by order of the Circuit Court for Frederick County, as a Court of Equity, in place of the said deceased, or declining trustee, consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said The Frederick-Town Savings Institution, to sell the said property and premises hereby mortgaged, at the Court House door, in Frederick City, Md., or on the mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale 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 Pliny P. Day and Lena E. Day, their heirs or assigns.

AND the said Pliny P. Day and Lena E. Day, his wife, hereby covenant and agree that if they should default in the performance of any of the things herein covenanted to be done and performed by them, and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that even the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and interest thereon in this mortgage, mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said Pliny P. Day and Lena E. Day, his wife, covenant, that they will pay the same as they hereby expressly covenant that they will pay the mortgage debt herein mentioned and the interest thereon.

And the said Pliny P. Day and Lena E. Day, his wife, covenant and agree with the said The Frederick-Town Savings Institution, that they will keep, during the continuance of this Mortgage, the