

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 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 council fees for preparing bond report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforeaid, or renewal thereof, with all interest due thereon, and the surplus if any, to the pay the same to the said mortgagors or to their heirs or assigns.

And the said mortgagors hereby covenant and agree that if they should default in the performance of any of the things therein covenanted to be done 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 event 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 mortgagors 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 mortgagor further covenant and agree with the said The Frederick-Town Savings Institution, and will keep, during the continuance of this Mortgage, the buildings erected on the said mortgaged premises, insured for a sum of not less than Four thousand Dollars, in some safe and reliable fire Insurance Company, 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 The Frederick-Town Savings Institution for its benefit in case of loss or damage by fire; and the said mortgagor further in like manner covenant and agree that should they fail in this particular, and the said The Frederick-Town Savings Institution pay the premiums and assessments necessary to keep said policy of insurance in force, the same so paid with interest thereon, 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 this 21st day of March in the year 1923.

Witness; Harry C. Meem.

Pliny P. Day (seal)

Lena E. Day (seal)

State of Maryland, Montgomery County, to wit; -

I hereby certify that on this 21st day of March in the year nineteen hundred and twenty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Pliny P. Day and Lena E. Day, his wife, each personally known to me to be the above named mortgagors, and did each acknowledge the foregoing mortgage to be their act and deed. Witness my hand and notarial seal on the 21 day of March in the year 1923.

Harry C. Meem
Notary Public.

Notarial