

note or notes that may, from time to time, be given hereafter in renewal of the same, or any part thereof, have agreed to execute this mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar paid by the said CENTRAL TRUST COMPANY OF MARYLAND unto the said Leonard C. Hornick, Jr. and Winifred L. Hornick, his wife, the receipt of which is hereby acknowledged, the said Leonard C. Hornick, Jr. and Winifred L. Hornick, his wife, do grant in fee simple into the said CENTRAL TRUST COMPANY OF MARYLAND all the following described pieces or parcels of land situate, lying and being in Frederick County, State of Maryland, to wit; - All of those tracts or parcels of ground situate, lying and being in Hauvers district, Frederick County, Maryland, being the same tracts or parcels of ground which was conveyed unto the said Leonard C. Hornick, Jr. and Winifred L. Hornick, his wife, by deed from Joel M. Willard and Emma Willard, his wife, said deed bearing date of November 22nd, 1924 and is intended to be recorded among the land records for Frederick County, prior to or simultaneously with the recording of this mortgage.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, That if the said principal sum of money loaned aforesaid, and the interest thereon shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND PROVIDED, that until default be made in the premises, the said Leonard C. Hornick, Jr., and Winifred L. Hornick, 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 said principal or interest in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall there upon be deemed due and demandable payable, and it shall be lawful for Charles C. Waters and Charles McC. Mathias or the survivor of them, as Trustees, 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, in Equity, in place of the said deceased or declining trustee, (consent being hereby given by the said mortgagors upon a petition to be filed by the said mortgagee to said Court for the appointment of such trustee) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick Maryland, at public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale, and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancery commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest up to the time of payment, and the surplus, if any, to pay the same to the said Leonard C. Hornick, Jr. and Winifred L. Hornick, his wife, their personal representatives or assigns.

And the said Leonard C. Hornick, Jr. and Winifred L. Hornick, his wife, covenant and agree with the CENTRAL TRUST COMPANY OF MARYLAND;

- 1st. That they will, pay the mortgage debt aforesaid and all interest that may accrue thereon.
- 2nd. And that they will keep, during the existence of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable sum in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and payable, and that will cause the same to be made payable, to the said CENTRAL TRUST COMPANY OF MARYLAND as a further and additional security for the payment of said mortgage debt.
- 3rd. That should the said Leonard C. Hornick Jr. and Winifred L. Hornick, his wife, fail in this