

At the request of John N. Clary Trustee the following Mortgage is received for record and recorded March 28th, 1919 at 4.20 O'clock P.M.

Test; Eli G. Haugh, Clerk.

THIS MORTGAGE made this 28th day of March A.D. 1919, by us William E. Spring, unmarried of Frederick County, Maryland, parties of the first part and John N. Clary, Trustee in No. 7359 Equity, in the Circuit Court for Frederick County, party of the Second part.

WITNESSETH; That in consideration of the sum of Four Thousand Dollars (\$4,000) now due and owing by us to the said William E. Spring to John N. Clary, Trustee in No. 7359 Equity, which indebtedness is evidenced by their promissory note of even date herewith, payable to the order of the said John N. Clary, Trustee, in No. 7359 Equity, Twelve (12) months after date, with interest payable semi annually, and wishing to better secure the punctual payment of said note by the execution of this mortgage, which was a condition precedent to the making of said note.

NOWHEREFORE THIS MORTGAGE WITNESSETH; That in consideration of One dollars (\$1.00) in hand paid, the said parties of the First part do grant unto the said party of the Second part in fee simple, all that tract piece or parcel of land situate in Frederick County, Maryland, and described in a deed from Wilbur M. Routzahn and Barbara E. Routzahn, his wife, to the said William E. Spring, bearing even date with these presents and intended to be recorded simultaneously herewith.

A FURTHER DESCRIPTION of said real estate will be found by reference to a deed from Levin B. House, widower, to Wilbur M. Routzahn and Lydia S. Routzahn, his wife, by deed dated March 31, A.D. 1914, and recorded in Liber H.W.B. No. 308, Folio 293, one of the Land Records for Frederick County said tract containing 160 Acres of land more or less.

TOGETHER with all the buildings and improvements thereon and the rights, roads, ways, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid premises unto and to the proper use and benefit of the said John N. Clary, Trustee in No. 7359 Equity, his heirs and assigns, forever.

PROVIDED that if the said William E. Spring their heirs, executors, administrators and assigns shall pay or cause, to be paid, the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein upon 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 William E. Spring 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 said hereby mortgaged premises, which taxes, assessments, public dues, charges, mortgage debt and interest the said William E. Spring, for themselves and for their heirs, executors, administrators 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 any part or either one of them, at the time limited for the payment of the same, or in any agreement covenant, or condition of this mortgage, then the entire mortgage debt, shall be deemed due and demandable, and it shall be lawful for the said John N. Clary, Trustee, in No. 7359 Equity his personal representatives and assigns, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incident in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, or assigns, and which sale shall be made in the manner following, to-wit; -Upon giving Twenty day's 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 party or parties selling, and in event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes assessments on the property hereby mortgaged, overdue and paid by the mortgagee, or holder of this