

first instance in the mortgage itself.

Provided that if default shall be made by the said Roy Edmonston in the payment of the said promissory note at maturity, or any renewal or renewals thereof, when due, or of any interest thereon when due, or if default shall be made in the performance of any of the covenants in this mortgage, then it shall be lawful for Wm. O. Rau, Cashier of The Bank of Brunswick, or Edgar H. McBride, its Attorney, or any Assignee of this mortgage, and they are hereby authorized, empowered and directed so to do, to enter and possess and sell the said mortgaged premises at the Court House Door, Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks public notice of the time, place, manner and terms of sale in some newspaper published in said County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee or party making the sale and then to the payment of the said promissory note, with the interest due thereon, or any renewal thereof with the interest due thereon, so that all monies owing under this mortgage shall be paid, and to pay the amount of the taxes and insurance premiums paid by the mortgagee or assignee with interest thereon from the time paid, and to pay the surplus to the said mortgagor and in case payment should be made after advertisement under said power, then accrued expenses, counsel fees and only half commissions shall be paid by the said mortgagor.

Witness my hand and seal.

Roy Edmonston (seal)

Test; G.M. Kaetzel

State of Maryland, Frederick County, to wit; -

I hereby certify, That on this 30th day of September, 1925, before the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Roy Edmonston, unmarried and did acknowledge the foregoing mortgage to be his act and deed. And at the same time personally appeared before me Wm. O. Rau, Cashier of the Bank of Brunswick, mortgagee, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth; and the said Wm. O. Rau, Cashier of the said mortgagee, also made oath in due form of law, that he has not nor has said bank required the mortgagor his agent or attorney or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid in advance, nor will, he nor will said Bank require any tax levied thereon to be paid by the mortgagor, or any person for him during the existence of this mortgage, and the said William O. Rau, further made oath in due form of law that he is the cashier and Agent of the said The Bank of Brunswick and duly authorized by it to make this affidavit.

Witness my hand and notarial seal.

G.M. Kaetzel
, Notary Public.

Notarial

State of Maryland, Frederick County, to-wit; -

I hereby certify that the foregoing is a true copy of the Original Mortgage from Roy Edmonston to The Bank of Brunswick, as recorded in Liber No. 353, folio 381, &c. one of the Land Records of Frederick County, Maryland.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the
Circuit Court for Frederick County, at Frederick, Maryland, this 20th, day of
COURT December A.D. 1927.

(Filed December 20, 1927)

Eli G. Haugh
Clerk of the Circuit Court for Frederick County, Md.

EQUITY SUBPOENA

State of Maryland, Frederick County, to-wit; -