

one hundred and fourteen (114) feet to the place of beginning.

Together with the improvements thereon and all rights, ways and easements thereto belonging.

Being the same property conveyed unto the said Roger E. Sigafoose and Margaret E. Sigafoose, his wife, by Joseph H. Bussard and Elsie N. Bussard, his wife, by deed dated July 15, 1924 and recorded August 23, 1924, among the land records aforesaid, in Liber No. 350, folio 118.

Together with the improvements thereon, and the rights, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said The Real Estate and Improvement Company of Baltimore City, its successors and assigns in fee simple.

PROVIDED that if the said parties of the first part their heirs, personal representatives or assigns, shall pay to the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, the said sum of Three hundred and fifty dollars with interest thereon, at the rate of six per cent, per annum, in monthly installments of at least Five dollars and twenty-five cents, including interest, beginning for the first installment thereof on the first day of April 1926, and shall make no default in any agreement, covenant or condition of this Mortgage, then this Mortgage shall be void.

AND IT IS AGREED that until default be made in any agreement, covenant or condition of this Mortgage (but not thereafter) the said parties of the first part their heirs personal representatives and assigns, shall have possession of the property aboves described, upon paying in the meantime the monthly installments above mentioned and all taxes, assessments, ground rent, public dues and charges, levied or assessed on the said mortgaged property, or on the mortgage debt or interest, which entire mortgage debt and interest, taxes, assessments, ground rent, public dues and charges, the said parties of the first part for themselves, their heirs, personal representatives and assigns covenant to pay when legally due, and upon payment thereof to exhibit the receipts bills therefor to the said The Real Estate and Improvement Company of Baltimore City or its assigns, or its agent at its place of business.

AND IT IS FURTHER AGREED, that in the event of three of the above-mentioned monthly installments being due and unpaid, or of default in any agreement, covenant or condition of this Mortgage, the entire mortgage debt intended to be hereby secured, shall be deemed to be due and demandable and it shall be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors and assigns, or William M. Kennedy of Baltimore City its or their Attorney or Agent, at any time after any such default, to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest, taxes, ground rent and other charges advanced, as hereinafter stated, and all costs incurred in making such sale, including counsel fees and commissions, and to grant and convey the said property to the purchase or purchasers thereof, his, her or their heirs, personal representatives and assigns, which sale shall be made in the manner following, viz; Upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, and such other notice as by the said Mortgagee its successors or assigns, or Attorney may be deemed expedient; and in the 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 a counsel fee of Sixty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Second, to the payment of all claims of the said mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be), shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or whoever may be entitled to the same.