

note, or of any renewal of said note, and shall comply with all the covenants and agreements herein on their part contained, then this mortgage shall be void; otherwise the same to be and remain in full force and effect.

And the said C. Harry Eyer and O. Ruth Eyer for their heirs, executors, administration and assigns, hereby covenant and agree with the said Central Trust Company of Maryland, as follows, to-wit; 1st. That they will pay said sum of money when the same shall become due according to the tenor of said promissory note, or any renewal of said note;

2nd. That they will, pay all taxes which may be levied on the property hereby mortgaged when the same shall become due and payable;

3rd. That they will, during the continuance of this mortgage, keep the various buildings and improvements on said ground fully incured against loss by fire in some reliable Fire Insurance Company for the use and benefit of the said Central Trust Company of Maryland, or its assigns, and that in the event of a loss the money due under the policy of insurance shall be payable to the said Central Trust Company of Maryland, or its assigns, as the mortgage interest may appear; and

4th. That if the said C. Harry Eyer and O. Ruth Eyer, his wife, their executors, administrators or assigns, fail to pay said taxes when the same become due and payable, and shall fail to pay the premiums on said insurance, and the said Central Trust Company of Maryland should pay the same, then the amount of the taxes so paid and of the premiums so paid, with interest thereon, shall become a part of the mortgage debt and shall be a lien on the property above mortgaged as though included in the first instance in the mortgage itself.

AND IT IS HEREBY FURTHER PROVIDED, That if default shall be made in the payment of the promissory note aforesaid at maturity, or if renewed default shall be made in the payment of any note or notes, given in renewal thereof, when the same shall mature and become payable, or if default be made in the performance of or compliance with any of the several covenants and agreements herein on the part of said mortgagor contained, then the whole of said mortgage debt shall become due and payable, whether it shall have matured by the terms thereof or not, and then it shall be lawful for Charles C. Mathias as trustee, or in the event of his death, declination, or inability to act from any cause, then for Charles McC. Mathias 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 given by the said mortgagors, upon petition to be filed by the said mortgagee to the said Court, for the appointment of such trustee, or for the assignee of said CENTRAL TRUST COMPANY OF MARYLAND, to sell the said property and premises hereby mortgaged, at the Post Office in Thurmont, Frederick County, Maryland, or on the mortgaged premises at the election of the person authorized to sell, by public sale for cash, after having first given at least twenty days previous notice of such sale, inserted once a week in some newspaper published in Frederick County, and such other notice as said trustee, shall think proper, of the time, place, manner and terms of sale, 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 counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and also of all taxes and premiums paid as above, and to pay the surplus, if any, over to the said C. Harry Eyer his heirs or assigns. And the C. Harry Eyer and O. Ruth Eyer his wife hereby covenant and agree that if they should default in the performance of any of the things herein covenanted to be done and performed by them, and the property herein mortgaged should be advertised for sale under the power of sale herein contained, then, if from any cause said sale shall not be made as advertised, the costs and expenses of sale which have accrued up to the time of discontinuance of said sale, including counsel fees and one-half commissions upon the amount of the debt and