

sand Dollars, one year from the date hereof, together with interest thereon at the rate of six per cent per annum, payable semi-annually. Second, That we will pay all taxes on said property when due, and will insure and keep insured, the buildings on said mortgaged land to the extent of at least this mortgage debt, and will have the policy or policies so endorsed as to ensure to the benefit of the mortgagee in case of loss by fire, and upon failure by the said mortgagors to pay any insurance premiums or taxes when due, the said mortgagee is hereby authorized to pay the same, which shall be added to and become part of this mortgage debt.

THIRD; That we will pay all costs and counsel fees which the party making a sale under this mortgage, or under any decree of foreclosure, may be charged for the collection of this mortgage debt, such costs and counsel fees to be considered part of this mortgage debt.

PROVIDED further, that if default be made in the payment of this mortgage debt, or the interest thereon, when due and payable, or upon breach of and of the covenants or condition of this mortgage, then it shall be lawful for the said Emma L. Smith, her representatives or assigns, at any time after such default, to sell the property hereby mortgaged, after giving at least twenty days notice of the time, place, manner and terms of such sale, in some newspaper published in Frederick County, Maryland, on such terms as the party making such sale may determine, and out of the proceeds of such sale to pay all expenses incident to such sale, including counsel fees and the usual Equity Commissions for selling, then to pay this mortgage debt, principal and interest, and the residue, if any, to the said Emma L. Smith or to whomsoever may be entitled to the same.

Test; Walter V. Spessard

Rankin J. Buterbaugh (seal)
Elnora M. Buterbaugh (seal)

State of Maryland, Washington County, to wit;

I hereby certify that on this 4th day of October, A.D. 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared the above named Rankin J. Buterbaugh and Elnora M. Buterbaugh, his wife, and did each acknowledge the foregoing mortgagee to be their respective act and deed, and at the same time before me came Emma L. Smith and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that the mortgagee has not required the mortgagors, their agent or attorney or any person for the mortgagors, to pay the mortgage tax levied upon the interest covenanted to be paid, in advance, nor will she require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

Witness my hand and notarial seal.

Walter V. Spessard
Notary Public

Notarial

For value received, I hereby assign this mortgage to The Smithsburg Bank of Washington County.

Witness my hand and seal this 5th day of October, 1926.

Witness; Walter V. Spessard

Emma L. Smith (seal)

Assignment recorded October 16, 1929

Test; Eli G. Haugh, Clerk.

By virtue of an order of the board of directors of the Smithsburg Bank of Washington County, appointing an Attorney in fact to assign the above and foregoing Mortgage, I Keller J. Newcomer attorney named in said resolution, do hereby assign the foregoing and within mortgage to Walter V. Spessard with interest thereon from the 4th day of October, 1929,

Witness my hand and the seal of said Bank.

Test; William C. Masters

Keller J. Newcomer
Attorney-in-Fact.

Corporate.

Assignment recorded April 12, 1929

Test Eli G. Haugh, Clerk.