

In which said deed of mortgage it was provided, however, That if the said John P. Miller and Eliza R. Miller, his wife, shall make the payment and perform the covenants therein on their part covenanted to be performed, then this mortgage shall be void. And the said John P. Miller and Eliza R. Miller, his wife, did for themselves and their heirs, executors, administrators, and assigns, covenant with the said The Fidelity Building and Loan Association of Frederick County, Maryland, Incorporated, and its assigns, to pay and perform as follows, that is to say:— That the said John P. Miller and Eliza R. Miller, his wife, shall pay to the said Association, or to its assigns, weekly, the sum of Five Dollars and Fifty Cents on every Saturday night, until the time arrives when the said Association shall have sufficient funds on hand to pay each holder of every unredeemed share of its stock in its Series No. Eleven the sum of One Hundred Dollars, free from and clear of all losses and liabilities; to pay all taxes for which the property thereby mortgaged may become liable; to pay the interest on the said sum of Twenty-Two Hundred Dollars on every Saturday night, at the rate of four and sixty-eight one hundredths per centum per annum, in weekly installments of nine cents for every one hundred dollars advanced, until all the shares of stock in aforesaid Series No. Eleven of said Association shall have been redeemed; also to pay all fines that may be imposed upon the said John P. Miller and Eliza R. Miller, his wife, by the said Association, in accordance with its By-Laws; and to keep the said property and the improvements thereon fully insured against loss by fire for the use and benefit of the said Association; all of which payments and covenants shall continue in force until the said Association shall have sufficient funds on hand to pay such holder of every unredeemed share of its stock in its said Series No. Eleven above all losses and liabilities, the sum of one hundred dollars.

And in which said mortgage is was further agreed in event of default by the said John P. Miller and Eliza R. Miller, his wife, in any of the conditions of this mortgage for the space of three months, then it is hereby agreed that the whole mortgage debt shall become due and payable whether the same shall have matured by the terms thereof or not, and it shall then be lawful for Noah E. Cramer, the President of the said Association, or its Secretary or Attorney, or their successors in office, or any assignee of this mortgage, and they are hereby so authorized, to sell the said mortgaged premises, at public auction either upon the mortgaged premises, or at the Court House Door, in Frederick City, Maryland, for one-half cash and the balance in six months, with interest at the rate of six per cent per annum for the deferred payment from the day of sale, after having given at least three successive weeks public notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Frederick County, Maryland, prior to the day of sale, and the proceeds of sale to apply as in said mortgage set forth.

All of which will appear by reference to certified copy of said mortgage herewith filed as "Exhibit "A" and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this Petition and Report of Sale.

SECOND; That on the 26th day of February in the year Nineteen Hundred and Twenty-nine, the Fidelity Building and Loan Association of Frederick County, mortgagee for value received duly assigned the above mentioned mortgage unto Gilmore R. Flautt, which said assignment was duly recorded among the Land Records of Frederick County, as will appear by reference to said copy of said mortgage filed herewith as Exhibit "A".

THIRD. That default having been made for the space of three months and over, in the payment of the above mentioned weekly installments your Petitioner, the Assignee, became duly authorized to execute the Power of Sale in said mortgage contained by reason of said default, and after giving bond with security for the faithful discharge of his trust as required by law and giving notice of the time, place, manner and terms of sale by advertisement inserted in The News, a newspaper published in Frederick City, Frederick County, Maryland, for more than three successive