

that they have the right to convey said land and will warrant generally the same; that they will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they will pay the aforesaid mortgage debt and interest thereon when the same is due and payable, as herein set forth and according to the tenor of said note; and will keep the buildings on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy to the said Commercial State Bank of Frederick, Maryland, and will pay all taxes on the real estate hereby conveyed; and do further covenant that should they fail in paying the said taxes and insurance premiums and said Commercial State Bank of Frederick Maryland, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid, with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Ralph E. Culler and Grace R. Culler, his wife, in the payment of the said promissory note at maturity, or any renewal 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 Hammond Clary, Cashier of said Bank or any assignee, of this mortgage, 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 any interest due thereon, or any renewal thereof, with the interest due thereon, so that all moneys owing under this mortgage shall be paid, and to pay the amount of 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 mortgagors, 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 mortgagors.

Witness our hands and seals.

Test; Arthur H. Doll. Ralph E. Culler (seal)  
Grace R. Culler (seal)

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

I hereby certify, That on this 7th day of July in the year 1926, before the subscriber, a Notary Public of the State of Maryland in and for Frederick County, personally appeared Ralph E. Culler and Grace R. Culler, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed. And at the same time personally appeared before me Hammond Clary, Cashier and Agent of the said Commercial State Bank of Frederick, Maryland, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as there in set forth; and the said Hammond Clary, Cashier and agent of the aforesaid Bank, also made oath in due form of law, that he has not, nor has the said Bank required the Mortgagors, their agent or attorney, or any person for the said mortgagors, 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 Mortgagors, or any person for them during the existence of this Mortgage, and he further made oath in due form of law that he is the Cashier and agent of said Bank and duly authorized by said Bank to make this affidavit.

In witness my hand and Notarial Seal.

Arthur H. Doll  
Notary Public.



My Commission Expires May 1927.