

the said Elisha C. Swomley and Ella J. Swomley, their personal representatives or assigns, to sell the property hereby mortgaged at public auction for cash at the Court House door in Frederick City, Frederick County, State of Maryland, after first giving, however, at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted at least once a week in one or more of the newspapers published in Frederick County, . And the proceeds of sale shall apply, first, to the payment of all costs, charges and expenses, of sale, including reasonable counsel fees, and such commissions to the person or persons making said sale as are usually allowed trustees for making sales of real estate in equity; secondly, to the payment of the mortgage debt in full, together with all interest that may accrue thereon up to the time of payment; and the surplus, if any, shall be paid to the said George Furzer and Mabel S. Furzer, his wife, their personal representatives or assigns.

And the said George Furzer and Mabel S. Furzer, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant with the said Elisha C. Swomley and Ella J. Swomley, their personal representatives and assigns, to pay the mortgage debt aforesaid, together with all interest that may accrue thereon.

And the said George Furzer and Mabel S. Furzer, his wife, reserve the right to pay the whole of said mortgage debt before the same may be due on any interest payment, date, upon thirty days notice in writing to the holders of this mortgage of the intention so to do.

And the said George Furzer and Mabel S. Furzer, his wife, do hereby further covenant that they will insure and pending the existence of this mortgage will keep insured, the buildings, and improvements of the property hereby mortgaged, in some safe and reliable insurance company, against loss or damage by fire and lightning in the sum of at least ninety-two hundred Dollars; that they will pay the premiums and assessments thereon, and will cause such policy or policies of insurance to be so entered or endorsed as that the same will accrue to the benefit of the mortgagees to the extent of their mortgage debt, as a further and additional security for the payment of said indebtedness.

Witness our hands and seals.

George Furzer (seal)

Test; Edith E. Wickham.

Mabel S. Furzer (seal)

State of Maryland, Frederick County, to wit; -

I hereby certify that on this 18th day of June, in the year Nineteen Hundred and twenty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, duly commissioned and qualified, personally appeared George Furzer and Mabel S. Furzer, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

And at the same time also personally appeared before me Elisha C. Swomley and Ella J. Swomley the mortgagees above named, and made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth; and the said mortgagees did further make oath in due form of law that they have not 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 they require any tax levied thereon to be paid by the said mortgagors, or by any person for them during the existence of this mortgage.

Witness my hand and seal Notarial the day and date above written.

Edith E. Wickham
Notary Public.

Notarial

For value received we hereby assign the within and foregoing Mortgage to Walker Neill Jolliffe for the purpose of foreclosure this 21 day of March, 1929.

Witness our hands and seals.

Witness Maria Lee Smith.

Elisha C. Swomley (seal)
Ella J. Swomley (seal)

Assignment recorded March 21, 1929.

Test; Eli G. Haugh, Clerk.