1 acre and 34 34/100 square perches of land, being the same real estate conveyed to J.Bowers Myers by Philip Clark and wife by Deed of Exchange dated May 29th, 1918, and recorded in Liber No. 324, folio 534, one of the Land Records of Frederick County, Maryland;- and being the same real estate as described in the Deed from Robert Byrns English and Grace Hill English, his wife to The Fredericktown Savings Institution, dated the 31st day of March, in the year 1925, and recorded in Liber No;360, at folios 143 etc., one of the Land Records of Frederick County, Maryland; and being the same real estate as described in the deed from The Fredericktown Savings Institution to Joseph Kelly and Ruth B.Kelly his wife, dated the 11th day of March, in the year 1929, and intended to be recorded on the same day as, but prior to the recording of this Mortgage, in the Office of the Clerk of the Circuit Court for Frederick County, Maryland,/

PROVIDED if the said mortgagors, their heirs or executors, administrators or assigns, shall pay to the said The Fredericktown Savings Institution, or order, the single bill aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable and keep all the covenants herein on the part of said mortgagors agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the paymentbof the single bill aforesaid at maturity or of any renewal thereof when such renewal shall mature and be payable, or until default be made in any covenant herein contained, the said mortgagors shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, That if default shall be made in the payment of the single bill aforesaid at maturity, or if renewed, default shall be made in the payment of any renewal thereof, when the same shall mature and become payable, then it shall be lawful for Jacob Rohrback, of Frederick, Maryland, or in the event of his death, decliniation, or inbility from any cause, then for J.Marshall Miller, of Frederick, Maryland, as trustee, or in case of their, or his death, or declining to execute said trust, 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, cojsent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of the said The Fredericktown Savings Institution, to sell the said property and premises hereby mortgaged, at the Court House door, in Frederick City, Md., or on the mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having given at least three successive weeks previous notice of such sale inserted in some newspaper published in Frederick County, of thentime, place, manner and termsof sale, and such other notice as said trustee, or trustees shall think proper, and to apply the proceeds of such sale to the payment in the first plecae, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attanding to the ratification or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said mortgagors or to their heirs and assigns,

And the said mortgagors hereby covenant and agree that if they should default in the performance ofmany of the things therein covenanted to be done and performed by them, and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advterisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of s aid sale, including counsel fees, and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall treated and construed as a part of the Mortgage debt herein mentioned, and the said mortgagors, covenant, that theybwill pay the same as they hereby expressly covenant, and that they will pay the mortgage debt herein mentioned and the interest thereon.

And the said mortgagors further covenent and agree with the said The Frederick-Town Savings