after date, and for the better securing the payment of the said promissory note, at maturity, or of any other note or notes that may from time to time be given hereafter in renewal of the same, or any part thereof, I, the said Clarence E. Davis have agreed to execute this Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, current money, paid by the said The Frederick-Town Savings Institution, to the said Clarence E. Davis, before the delivery of this Mortgage, the receipt of which is hereby acknowledged, I, the said Clarence E. Davis, do hereby grant in fee-simple to the said The Frederick-Town Savings Institution, all the following described pieces and parcels of land, together with the buildings and improvements thereon, and the rights and ways thereunto belonging, situate, lying and being in Frederick County, State of Maryland, and described as follows:

All that lot or parcel of one acre of land, more or less, situate, lying and being in the village of Kemptown, in said County, which was conveyed to Virginia R. Davis by Bertie J. Turner, widow, by deed dated August 15th. 1904, and recorded in Land Record, S. T. H. No. 267, folio 263, one of the Land Records of Frederick County, Maryland;- and being the same real estate as described in the Deed from Virginia R. Davis and Richard P. Cavis, her husband, to Clarence E. Davis, dated the 30th day of March, in the year 1926, and recorded in the office of the clerk of the circuit court, among the Land Records of Frederick County, Maryland, on the same day as, but prior to the recording of this Mortgage.

PROVIDED that if the said mortgagor, his heirs or executors, administrators or assigns shall pay to the said The Frederick-Town Savings Institution, or order, the promissory note 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, that until default be made in the payment of the promissory note aforesaid at maturity, and provided that if default sha ll be made in the payment of the promissory note aforesaid, or of any renewal thereof when such renewal note shall mature and be payable or until default be made in any covenant herein contained the said mortgagor shall possess the mortgaged premises as of his present estate therein or if renewed, default shall be made in the payment of any note or notes given in 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, declination, or inability 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, then for any other trustee, 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, consent being hereby given by the said mortgagor, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said The Frederick-Town 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 first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of 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 place, of all costs, charges, and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said mortgagor or to his heirs or assigns.

And the said mortgagor hereby covenants and agrees that if he should default in the