

fronting on said East Sixth Street, thirty five (35) feet, nine (9) inches, and running back north for depth, one hundred and eighty (180) feet, more or less, and being all and the same property which was conveyed unto the said Sarah C. Hammond by deed from William M. Bopst dated April 12, 1921, and recorded in Liber No. 335, folio 390, one of the Land Records of Frederick County, Maryland, said property being known and designated as No. 19 East Sixth Street.

TO HAVE AND TO HOLD the above described land and premises unto himself, the said Gilmore R. Flautt, his heirs and assigns, subject to the following terms, covenants and conditions:

FIRST: That if the said Sarah C. Hammond and William W. Hammond, her husband, their personal representatives or assigns, shall pay the aforesaid promissory note, at maturity, together with the interest thereon, unto the said Gilmore R. Flautt, his executors, administrators or assigns, or any renewal of said note, in the event the same is renewed, with all accrued interest thereon, according to the tenor of said note, and shall also perform the covenants, herein, then this mortgage shall be void.

SECOND: That until default be made in the payment of said note or interest, the Mortgagors shall possess the mortgaged premises as their present estate therein.

THIRD: That the said mortgagors hereby covenants that they will during the continuance of this mortgage, keep the buildings on said mortgaged premises fully insured in the minimum sum of One Thousand Dollars, against loss or damage by fire, and that they will have the policy or policies of such insurance to be so framed or endorsed in such manner, as shall cause the proceeds thereof, to inure to the benefit of the mortgagee, or his assigns, to the extent of his lien or claim under this mortgage, in the event of loss or damage by fire.

FOURTH: That if the said mortgagors fails to pay the premium on said insurance policies as well as all taxes and public charges levied against said property, and the mortgagee pays the same, the amount so paid by said mortgagee shall become a part of the indebtedness intended to be secured hereby, and constitute a lien hereunder, as fully and to the same extent as if included in the first instance.

FIFTH: That if default shall be made in the payment of said promissory note, aforesaid, or any renewal thereof, or the interest on said note or the renewal thereof, or if default be made in the payment of the Insurance premiums or taxes, aforesaid, or in any of the covenants contained in this mortgage, then in either of said events, it shall be lawful for the said Gilmore R. Flautt his personal representatives or assigns, to sell, at public auction, for cash, the mortgaged premises in front of the Court House Door, in Frederick City, Frederick County, Maryland, after having published once a week for three weeks, prior to the day of the sale, in one or more newspapers in Frederick County, Maryland, an advertisement giving notice of the time, place, manner and terms of said sale.

SIXTH: That the proceeds arising from said sale shall be applied as follows: First, to the payment of all costs and expenses attending said sale, including reasonable counsel fees and the usual chancery commissions, Second, to the payment of the mortgaged debt and interest including insurance premiums and taxes, if any, Third, the surplus, if any, to be paid to the said Sarah C. Hammond and William W. Hammond, her husband, their personal representatives or assigns.

Witness our hands and seals the day and the year first above written.

Test: Ernest Helfenstein Jr.

Sarah C. Hammond (SEAL)
his
William W. X Hammond (SEAL)
mark