

shall have matured by the terms thereof or not, and it shall then be lawful for R. Ames Hendrickson, the President of the said Association, as Trustee, or in the event of his death, declination, or inability from any cause, then for Chares Wertheimer, as Trustee, or in the case of the death, declaration or inability from any cause of the last named to execute said trust, then for any other Trustee, or Trustees, 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 thereto being hereby given by said mortgagors, upon petition filed by said mortgagee to the said Court, for the appointment of such Trustee, and such Trustee, or Trustees, are hereby so authorized, to sell the said mortgaged premises, at the Court House door in Frederick City, Frederick County, Maryland, at public auction, for one half cash and the balance in six months with interest at the rate of six per centum, per annum from the day of sale, after having given at least twenty days public notice of the time, place manner and terms of sale, by advertisement in some newspaper published in Frederick County, prior to the day of sale, and to apply the proceeds of the sale thereof as follows: First, to the payment of all expenses attending said sale, including the usual chancery commissions to the person making said sale and a reasonable counsel fee; then to pay all money due to the said Association by said delinquent by reason of said redemption, under the terms hereof, and all the interest due thereon; And to pay the surplus, if any, over to the said Austin Z. McDevitt and Naomi V. McDevitt, his wife, their heirs or assigns.

And it is hereby further covenanted and agreed that whenever a Trustee shall advertise the above and foregoing mortgaged land and premises in foreclosure of the above and foregoing mortgage, and the said mortgagors shall pay the amount due under the provisions of the mortgage before the sale, the said Mortgagors shall pay the the Trustee advertising said sale one half commissions on the amount due and reasonable counsel fees in addition to all expenses incurred.

Witness our Hands and Seals.

Test:

N. W. Schley

Austin Z. McDevitt (SEAL)

Naomi V. McDevitt (SEAL)

State of Maryland, Frederick County, to wit:

I hereby certify, That on this 16th day of April in the year nineteen hundred and twenty eight before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Austin Z. McDevitt and Naomi V. McDevitt, his wife, and did acknowledge the foregoing deed of mortgage to be their act. And at the same time before me also personally appeared R. Ames Hendrickson, the President and Agent of the The Domestic Building Association of Frederick County, a body corporate of said county, duly incorporated under the laws of the said State, and made oath in due form of law, that the consideration mentioned in said mortgage is true and bona fide as therein set forth. And the said R. Ames Hendrickson President and Agent as aforesaid, did also make oath in due form of law that the said Association has 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 the said Association require any tax levied thereon to be paid by the said Mortgagors, or any person for them, during the existence of this mortgage. And the said R. Ames Hendrickson did further make oath that he is the President and Agent of the said Association and as such authorized to make this affidavit.

Given under my hand and notarial seal the date last above written.

Place of  
Notarial  
Seal

N. Wilson Schley

Notary Public.

STATE OF MARYLAND, FREDERICK COUNTY, to wit:

I hereby certify that the foregoing is a true copy of the original Mortgage from Austin Z. McDevitt & Wife to The Domestic Building Assoc. as Recorded in Liber 367, Folio 27 &c.,