

deed, bearing date March 23, 1941, and recorded in Liber No. 335, folio 197, one of the Land Records of Frederick County, as by reference thereto will more fully appear.

AND BEING the same real estate which was conveyed unto Nevin T. R. Waskey by Wilbur C. Hargett and Grace L. Hargett, his wife, by deed bearing date of September 27th 1926 and recorded in Liber 366, folio 44 etc. one of said Land Records. And being also the same real estate which was conveyed by the said Nevin T. R. Waskey and Burenice M. Waskey, his wife, to the said John C. Stup by deed of even date herewith and intended to be recorded prior to the recording hereof among the land Records of said County.

TOGETHER WITH all improvements thereon and all rights appendant or appurtenant thereto, and crops grown thereon.

PROVIDED that if the said John C. Stup and Minnie F. Stup, his wife, or assigns, shall pay or cause to be paid to the said Mary McGill Dennis or her assigns, the said promissory note at the maturity thereof and shall also pay all the interest that may accrue thereon according to the tenor and effect thereof, and shall further perform all the covenants on their part to be performed, then this mortgage shall be void. And it is agreed that, until default be made in the premises, John C. Stup and Minnie F. Stup, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said John C. Stup and Minnie F. Stup, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money, or the interest thereon to accrue, or in part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mary McGill Dennis, her personal representatives and assigns or duly constituted attorney to sell the said mortgaged premises at the Court House Door in Frederick City, Frederick County, Maryland, at public Auction for cash, after first giving at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted in some newspaper published in Frederick County, once a week for three successive weeks prior to the day of sale, and the proceeds of sale shall be applied as follows:- First, to the payment of all costs, charges, and expenses of sale, including reasonable counsel fees and such commissions to the person making such sale as are allowed trustees but not to exceed five per centum; Second, to the payment in full of said promissory note together with all interest due thereon up to the time of payment, whether the same shall have matured by the terms thereof or not, and the surplus if any, shall be paid to the said John C. Stup or his assigns.

And the said John C. Stup and Minnie F. Stup, his wife, hereby covenant that they will cause the buildings on said mortgaged premises to be insured from loss by fire in some and reliable insurance company in a sum not less than Forty-five hundred dollars, will during the continuance of this mortgage keep the same insured, pay the premiums thereon and assign the policy of insurance to the said Mary McGill Dennis as a further and additional security for the payment of said mortgage debt and the said mortgagors further covenant that should initial proceedings be taken for the sale of said mortgaged property under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs which have accrued up to the time of the discontinuance of said sale, including reasonable counsel fees and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt and paid by them the said mortgagors as part of said debt.