

Hundred Eighty Two Acres and one hundred and thirteen square oerches of land more or less, and being all the same tract or parcel of land that was conveyed unto the said Ross E. Eyler by deed from Charles Shields, dated the 8th day of January, in the year A. D. 1906, and which saud deed us intended to be recorded among the land records for Frederick County prior to or simultaneously with the recording of these presents, by reference to will more fully and at large appear.

Provided, that if the said Ross E. Eyler and Mary T. Eyler, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Ross E. Eyler and Mary T. Eyler, his wife, shall possess the said mortgaged property as of his present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said CENTRAL TRUST COMPANY O MARYLND or its assignee, or for Charles C. Waters as trustee, to sell the said property and premises hereby mortgaged in front of the post Office in Thurmont, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery commissions and a reasonable counsel fee for filing 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, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Ross E. Eyler and Mary T. Eyler, his wife or to whoever may be entitled to the same.

And the said Ross E. Eyler and Mary T. Eyler, his wife, covenant that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for Twenty Two Hundred Twenty Five Dollars in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that they will cause the Policy of Insurance to be so transferred or endorsed, as to inure to the benefit of the said Central Trust Company of Maryland, Frederick, Maryland in case of loss or damage by fire.

Witness our hands and seals.

Test: Ross E. Eyler (SEAL)

Earl T. Kelbaugh Mary T. Eyler (SEAL)

State of Maryland, Frederick County, to wit:-

I hereby certify that on this 19th day of April A. D. 191___, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Ross E. Eyler and Mary T. Eyler, his wife, the said mortgagors and acknowledged the foregoing mortgage to be their act.

And at the same time also appeared C. Thomas Summers, Assistant Treasurer of the Central Trust Company of Maryland, Mortgagee, and made oath in due form of law that the consideration stated in the said mortgage is true and bonafide as therein set forth; and also made oath in due form of law that the said mortgagee has not required the said mortgagor,