

maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Sylvester Valentine shall possess the mortgaged premises as of his present estate therein.

AND PROVIDED, That if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, then it shall be lawful for the said Woodsboro Savings Bank, of Frederick County, Maryland, or its assignee, or for James M. Smith, the President of said Savings Bank, or his successor in office, as trustee, to sell the said property and premises hereby mortgaged at the Court House Door, in Frederick City 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 date of sale, and to apply the proceeds of such sale to the payment in the first place, of the expenses attending the 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 Sylvester Valentine his heirs or assigns.

And the said Sylvester Valentine covenants with the said Woodsboro Savings Bank, of Frederick County, Maryland, that he will keep, during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for seventeen Hundred and Fifty Dollars in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and payable, and that he will assign the policy of insurance to the said Woodsboro Savings Bank, of Frederick County, Maryland, for its benefit in case of loss or damage by fire, as the mortgage interest may appear.

And the said Sylvester Valentine in like manner covenants that should he fail in this particular, and the said Woodsboro Savings Bank, of Frederick County, Maryland, pay the premiums and assessments necessary to keep said policy of insurance in force, the premiums and assessments so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in the mortgage itself.

Witness my hand and seal.

Test: Benj. W. Saxten

Sylvester Valentine (SEAL)

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 2nd day of March in the year Nineteen Hundred and eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Sylvester Valentine and did acknowledge the foregoing Mortgage to be his act.

Place of Notarial Seal

Benj. W. Saxten Notary Public.

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 2nd day of March in the year Nineteen Hundred and eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared James M. Smith, the President, of the Woodsboro Savings Bank, of Frederick County, Maryland, mortgagee, and made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth. And also made oath in due form of law that said mortgage has not required the said mortgagor his agent or attorney, or any person for the said mortgagor, to pay the tax levied on the interest covenanted to be paid, in advance, nor will said mortgagee require any tax thereon, to be paid by the said mortgagor, or any person for him during the existence of this mortgage. And the said James M. Smith did furthermake oath that he is the President and Agent of the said Savings Bank and as such authorized to make this affidavit.

Given under my hand and seal the date last above mentioned.

Place of Notarial Seal

Benj. W. Saxten Notary Public.