

Maryland, parties of the first part and The Woodsboro Savings Bank of Frederick County, Maryland, a body corporate, party of the second part.

WITNESSETH: Whereas the said Clarence E. Nesbit and Johanna Nesbit, his wife, are jointly and severally indebted unto The Woodsboro Savings Bank of Frederick County, Maryland, in the sum of Thirty-Five Hundred (\$3500.00) Dollars, debt, evidenced by their promissory note of even date herewith, payable to the order of said The Woodsboro Savings Bank of Frederick County, Maryland, six months after date, with interest at the rate of Six (6) per Cent per annum, payable semi annually and wishing to better secure the punctual payment of said note and the interest thereon to accrue, as well as any renewals, replacements or substitutions thereof, by the execution of this Mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Ten (\$10.00) Dollars, in hand paid, we, the said Clarence E. Nesbit and Johanna Nesbit, his wife, do GRANT IN FEE SIMPLE to The Woodsboro Savings Bank of Frederick County, Maryland, all the following described tract or parcel of land, located in Creagerstown District, Frederick County, Maryland.

Being the same real estate described in a Deed from George N. Deer and wife to Lewis R. Hockensmith and Rosie B. Hockensmith, his wife, recorded in Liber H. W. B. No. 308, folio 447, one of the Land Records for Frederick County. Containing $51\frac{1}{4}$ acres and 20 perches of land, more or less. A further description of said real estate will be found by reference to a Deed from J. P. T. Mathias and wife to the said George N. Deer, dated July 18th, 1896, and recorded in Liber J.L.J. No. 14, folio 273, one of the Land Records for Frederick County. And being the same real estate described in a deed from Lewis R. Hockensmith & wife to Clarence W. Nesbit and wife dated January 9th 1926 and intended to be recorded simultaneously herewith.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said Mortgagee and its assigns, forever.

PROVIDED that if the said Clarence E. Nesbit and Johanna Nesbit, his wife, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, together with all renewals or replacements thereof, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Clarence E. Nesbit and Johanna Nesbit, his wife, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on the hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors, for themselves and for their heirs, executors 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 any 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 the Woodsboro Savings Bank of Frederick County, Maryland, or Frank L. Stoner, Trustee, or its assigns, or personal representatives at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns and which sales shall be made in the manner following, to wit:- Upon giving 20 days notice of the time, place, manner and terms of sale, in some newspaper printed and published in Frederick County, Maryland, which time, place, manner and terms of sale, shall be fixed by the mortgagee, or party selling, and in the