mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, the said Harry E. Nusbaum and Susie E. Nusbaum, his wife, shall possess the said mortgaged property as of their present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, 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 Walkersville Savings Bank of Walkersville, Frederick County, Maryland, a body corporate, its successors or assigns, or for Newton A. Fulton, as trustee, to sell the said property and premises hereby mortgaged in front of the court house door in Frederick City, 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 fees for filing bond, report of sale and attending to the ratification thereof, and then to the payment of promissory note aforesaid, with all interest due thereon according to the tenor of said promissory note, and the surplus if any, to pay the same to the said Harry E. Nusbaum and Susie E. Nusbaum, his wife, or to whoever may be entitled to the same. And the said Harry E. Nusbaum and Susie E. Nusbaum, his wife, covenant that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable amount of money in some safe and reliable Insurance Company paying the premiums and assessments thereon as they fall due and payable and that theywill cause the Policy of Insurance to be so transferred or endorsed as to insure to the benefit of the said Walkersville Savings Bank of Walkersville, Frederick County, Maryland, in case of loss or damage by fire.

Witness our hands and seals.

Test: Edwin Devilbiss — Harry E. Nusbaum (Seal)

Susie E. Nusbaum (Seal)

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this 31st day of March, A. D. 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Harry E. Nusbaum and Susie E. Nusbaum, his wife, the said mortgagors and acknowledged the aforegoing mortgage to be their act. And at the same time also appeared Newton A. Fulton, President of the Walkersville Savings Bank of Walkersville, Frederick County, Maryland, the aforegoing said mortgagee and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth; and also made oath in due form of law that the said mortgagee has not required the said mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied on the interest covenanted to be paid, in advance, nor will the said mortgagee require any tax levied thereon to be paid by the said mortgagors or by any other person for them during the existence of this mortgage.

Given under my hand and Notarial Seal the day and year aforesaid.

Place of Notarial Seal — Edwin Devilbiss

Notary Public.

May 14, 1930.

For value received, the Walkersville Savings Bank of Frederick County, Maryland, a body corporate of the State of Maryland, does hereby transfer and assign the within and aforegoing mortgage, without recourse, to the Central Trust Company of Maryland.

Witness the signature of Edwin Devilbiss, its Cashier, and the corporate seal of the said Walkersville Savings Bank of Frederick County, Maryland.