

470 in Liber 348, folios 463 and 464, one of the land records of Frederick County, as by reference to which deeds the courses and distances will fully appear; and being the same property which was conveyed by Francis H. Urner, Assignee, to Harry D. Baumgardner by deed dated June 13, 1929, and recorded in Liber 370, folios 490 and 491, one of the land records of Frederick County, Maryland, and being the same property which was conveyed by the said Harry D. Baumgardner to the said James A. Long, Ernest D. Michael, John W. Snook and Reno S. Harp, by deed dated the 26th day of June, A. D. 1929, and recorded in Liber 370, folios 491 and 492, one of the land records of Frederick County, Maryland.

TOGETHER with the buildings, improvements thereon, and 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 James A. Long, Ernest D. Michael, John W. Snook and Reno S. Harp shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herewith 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 James A. Long, Ernest D. Michael, John W. Snook and Reno S. Harp, 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. The 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 one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The Farmers & Mechanics National Bank of Frederick, or Frank L. Stoner, its President, 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 and 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 sale shall be made in the following manner, to-wit: upon giving twenty 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 event of the sale of said property under the powers hereby granted the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, and commissions to the party making the sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Frederick County, sitting in Equity, and a reasonable counsel fee; secondly, to the payment of all claims of the said mortgagee, its personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their heirs and assigns, or to whoever may be entitled to the same; and it is further agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half of the commissions above provided computed on the amount of the debt hereby accrued and remaining unpaid, expenses and advertising and other legal costs, and the said mortgagors for themselves and for their heirs, executors, administrators, and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged property to the amount of at least Twenty-three Thousand (\$23,000.00) Dollars, and to cause the policy to be