

fifteen (15) square perches of land, more or less; it and they being the same tracts or parcels of land that were conveyed unto the said Charles E. Garber and Martha A. Garber, his wife, by deed from Louisa E. Haugh, widow, and others, said deed being dated the 2d day of September, 1913, and which said deed is recorded in Liber 306, folio 214, one of the Land Records of Frederick County, Maryland.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said James C. Crum and Mary J. Crum, his wife, their heirs and assigns forever.

PROVIDED, that if the said Charles E. Garber and Martha A. Garber, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand dollars (\$3,000.00), and all interest thereon accrued, when and as the same may be due and payable, 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 Charles E. Garber and Martha A. Garber, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Charles E. Garber and Martha A. Garber, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in 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 James C. Crum and Mary J. Crum, his wife, their personal representatives and assigns, at any time after such default to sell the property hereby mortgaged, together with all annual crops pitched or in cultivation thereon, at the Court House door in Frederick City, Maryland, at public auction for cash and to grant and convey the said property to the purchaser or purchasers thereof, his or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving notice of the time, place, manner and terms of sale, by advertisement inserted for at least three successive weeks in some newspaper printed in Frederick County, and such other notice as by the said Mortgagees or their personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all costs and expenses incident to such sale, including a reasonable counsel fee to the attorney who may prepare the bond, report of sale, etc., and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the