

BUT IF DEFAULT SHALL BE MADE in the payment of said promissory note when it matures and becomes payable, or if default shall be made in the payment of any one installment of interest thereon, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall become due and payable, and it shall be lawful for the said John P. Graff, his personal representatives or assigns, to sell the property hereby mortgaged at public auction for cash at the Court House door in Frederick City, Frederick County, State of Maryland, after first giving, however, at least three weeks public notice of the time, place manner and terms of sale by advertisements inserted at least once a week in some one or more of the newspapers published in Frederick County. And the proceeds of sale shall be applied first, to the payment of all costs, charges and expenses of sale, including reasonable counsel fees, and such commissions to the person making said sale as are usually allowed trustees for making sales of real estate in equity, secondly, to the payment of the mortgage debt in full, together with all interest that may accrue thereon up to the time of payment; and the surplus, if any, shall be paid to the said J. Bowers Myers, his personal representatives or assigns.

And the said J. Bowers Myers, for himself, his heirs, personal representatives and assigns, does hereby covenant with the said John P. Graff, his personal representatives and assigns to pay the mortgage debt aforesaid, together with all interest that may accrue thereon.

And the said J. Bowers Myers does hereby further covenant that he will insure and pending the existence of this mortgage will keep insured, the buildings and improvements on the property hereby mortgaged, in some safe and reliable insurance company, against loss or damage by fire and lightning in the sum of at least Seven Thousand Dollars; that he will pay the premiums and assessments thereon, and will cause such policy or policies of insurance to be so entered or indorsed as that the same will accrue to the benefit of the mortgagee to the extent of his mortgage debt as a further and additional security for the payment of said indebtedness.

WITNESS MY HAND AND SEAL.

TEST: J. T. Thomas

J. Bowers Myers (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:

I hereby certify that on this 29th day of March, in the year Nineteen Hundred and Twenty, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, duly commissioned and qualified, personally appeared J. Bowers Myers and acknowledged the foregoing mortgage to be his his act. And at the same time also personally appeared before me John P. Graff, the mortgagee above named, and made oath in the consideration stated in said mortgage is true and bona fide, as therein set forth, and did further make due form of law that the consideration stated in due form of law, that he has not required the mortgagor, his agent or attorney, or any person for the said mortgagee; to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the said mortgagor, or by any person for him for him during the existence of this mortgage. Witness my hand and seal Notarial the day and date above written.

oath in due form of law

Place of
Notarial
Seal

J. Travers Thomas
Notary Public.

For value received and by virtue of an order of the Circuit Court for Frederick County passed in No. 12,337 Equity dated November 27th, 1931 I, Theresa S. Graff Trustee of John P. Graff hereby assign the above and within Mortgage to Parsons Newman for the purpose of foreclosure. Witness my hand and seal this 27th day of November 1931.

Witness
Dorotha M. Summers

Theresa S. Graff (SEAL)
Trustee of John P. Graff.

Assignment recorded November 27, 1931
Test: Eli G. Haugh, Clerk.