

19

M. Beall, his wife, do hereby grant and convey unto the said COMMERCIAL STATE BANK OF FREDERICK MARYLAND, and its assigns, in fee simple.

All that lot or parcel of land situate, lying and being on the east side of North Market Street, Frederick City, Frederick County, Maryland, improved by a dwelling house known as 1318 North Market Street, and having a frontage of Twenty and five-tenths (20.5) feet on said Street and a depth of One hundred and eighty (180) feet to the west side of a Twenty (20) foot alley;

Being the first parcel of real estate described and conveyed in a certain deed from the Realty Development Company to Daniel Z. Stull and wife dated April 19, 1927, and recorded in Liber No. 368, folio 179, one of the Land Records of Frederick County, Maryland, and being also all and the same real estate described and conveyed in a certain deed dated January 12, 1929, from A. LeRoy McCardell and Edgar H. McBride, Attorneys in Fact, to the said Mortgagors, the said deed being delivered and intended to be recorded among the Land Records of Frederick County simultaneously with the execution, delivery and recording of this mortgage, this being the purchase money mortgage given by the said Mortgagors on the said real estate for the above named amount which was used by them in the purchase thereof;

And reference is hereby made to the above mentioned deeds for a more particular description of the said real estate;

Together with all buildings, improvements, rights, ways, waters, commons, easements, benefits, privileges and appurtenances whatsoever thereunto belonging or in any wise appertaining.

Provided that if the said John L. Beall and Caroline M. Beall, his wife, shall pay at maturity the promissory note given for said indebtedness of Three thousand (\$3,000.00) dollars of even date herewith by said John L. Beall and Caroline M. Beall, his wife, mortgagors herein, payable three months after date and made payable to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, or order, and all renewals thereof, with all interest due thereon, and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

And the said mortgagors hereby covenant: That they are seized of the land hereby conveyed; that they have the right to convey said land and will warrant generally the same; that they will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they will pay the aforesaid mortgage debt and interest thereon when the same is due and payable, as herein above set forth and according to the tenor of said note; and will keep the buildings and improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and will pay all taxes on the real estate hereby conveyed; and do further covenant that should they fail in paying the said taxes and insurance premiums and said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid, with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said John L. Beall and Caroline M. Beall, his wife, in the payment of the said promissory note at maturity, or any renewal thereof, when due, or of any interest thereon when due, or if default shall be made in the performance of any of the covenants in this mortgage, then it shall be lawful for Hammond Clary, Cashier of said Bank, or any assignee of this mortgage, to enter and possess and sell the said mortgaged premises at the Court House Door, Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks' public notice of the time, place, manner and terms of sale in some newspaper published in said County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such