

conveyed unto the said Raymond C. Putman and Bertha E. Putman, his wife, by J. Hanson Kepler and wife, by deed, bearing date on the Third day of April, Nineteen Hundred and Sixteen, and recorded in Liber No. 316, Folio 369, one of the Land Records of Frederick County; which said land is more particularly described in the deed from Joseph D. Baker, et al. to Rufus R. Zimmerman, bearing date on the Twenty-second day of March, Eighteen Hundred and Ninety, and recorded in Liber W.I.P. No. 11, Folio 98, one of the Land Records of Frederick County.

SECOND: All those tracts, parts of tracts, pieces or parcels of land situate, lying and being in Ballenger Election District, Frederick County, State of Maryland, on the south east side of the State Road leading from Frederick to Knoxville, containing fifty-seven (57) acres two (2) roods and sixteen (16) square perches of land, more or less, which was conveyed unto the said Bertha E. Putman by Rufus R. Zimmerman (widower), by deed, bearing date on the Eighth day of January, Nineteen Hundred and Twenty-nine, and recorded in Liber No, 368, Folio 485, one of the Land Records of Frederick County; and which said land is more particularly described in a deed from Lavinia Culler, et al. to Parsons Newman, bearing date on the Ninth day of April, Nineteen Hundred and Twenty-seven, and recorded in Liber No. 362, Folio 180, one of the Land Records of Frederick County.

The said Rufus R. Zimmerman reserved to himself an estate in the second parcel above described for and during the term of his natural life, and the said Rufus R. Zimmerman joins in this mortgage for the purpose of conveying to the mortgagee above named any and all interest which he may have in and to said second parcel by reason of said reservation.

PROVIDED, That if the said Raymond C. Putman and Bertha E. Putman, his wife, and Rufus R. Zimmerman their executors, administrators or assigns, shall pay to the said The Citizens National Bank of Frederick the promissory note aforesaid at maturity, or shall pay any renewal thereon when such renewal note shall mature and be payable, then this mortgage shall be void.

AND PROVIDED, That until default be made in the premises, the said Raymond C. Putman and Bertha E. Putman, his wife, and Rufus R. Zimmerman shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, That if default shall be made in the payment of the promissory note aforesaid at maturity, or if renewed, default shall be made in the payment of any note or notes given in renewal thereof, when the same shall mature and become payable, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall be deemed due and demandable and it shall be lawful for Holmes D. Baker and Parsons Newman or the survivor of them as trustees, or in case of their, or his death or declining to execute said trust, then for any other trustee, to be appointed by order of the Circuit Court for Frederick County, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee,) or for any assignee of this mortgage, to sell the said property and premises hereby mortgaged either on the premises or at the Court House Door in Frederick City, Maryland, by public auction, for cash, after having first given at least three weeks previous notice of such sale by advertisements inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale, and such other notice, if any, as the person or persons making said sale shall elect, and to apply the proceeds of such sale to the payment, in the first place, of all costs, charges and expenses attending such sale, including the usual chancery commissions, and reasonable counsel fees and then to the payment of the mortgage debt in full, with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said Raymond C. Putman and Bertha E. Putman, his wife, and Rufus R. Zimmerman, their personal representatives or assigns.