of any note or notes, given in renewal thereof, when the same shall mature and become payable, or if default be made in the performance of or compliance with any of the several covenants and agreements herein on the part of said mortgagor contained, then the whole of said mortgage debt shall become due and payable whether it shall have matured by the terms thereof or not, and then it shall be lawful for Emory L. Coblentz, of Frederick County, Maryland, or in the event of his death, declination, or inability to act from any cause, then for Charles McC. Mathias, of Frederick County, Maryland, as trustee, 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, as a Court of Equity, in place of the said deceased or declining trustee, consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to the said Court, for the appointment of such trustee, or for the assignee of said CENTRAL TRUST COMPANY OF MARYLAND, to sell the said property and premises hereby mortgaged, at the Court House Door in Frederick City, Frederick County, Md., or on the mortgaged premises at the election of the person authorized to sell, by public sale for cash, after having first given at least twenty days previous notice of such sale, inserted once a week in some newspaper published in Frederick County, and such other notice as said trustee, or trustees, shall think proper, of the time, place, manner and terms of sale, 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 commissions and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof with all interest due thereon, and also of all taxes and premiums paid as above, and to pay the surplus, if any, over to the said Annie M. Kaus and Charles H. Kaus, her husband, their heirs or assigns.

And the said Annie M. Kaus and Charles H. Kaus, her husband, hereby covenant and agree that if they whould default in the performance of any of the things herein covenanted to be done and performed by them, and the property herein mortgaged should be advertised for sale under the power of sale herein contained, then, if from any cause said sale shall not be made as advertised, the costs and expenses of sale which have accrued up to the time of discontinuance of said sale, including counsel fees and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said Annie M. Kaus and Charles H. Kaus, her husband, covenant that they will pay the same in like manner as they hereinbefore covenanted to pay the mortgage debt and interest.

WITNESS our hands and seals.

Test: Annie M. Kaus (SEAL)

Grover L. Michael Chas. H. Kaus (SEAL)

State of Maryland, Frederick County, to-wit:

I HEREBY CERTIFY That on this 2nd day of January, in the year nineteen hundred and twenty-three before me, the subscriber, a Notary Public of the State of Maryland in and for Frederick County, personally appeared Annie M. Kaus and Charles H. Kaus, her husband, and did acknowledge the aforegoing deed of mortgage to be their act. And at the same time before me also personally appeared George T. Baumgardner Treasurer of the CENTRAL TRUST COMPANY OF MARYLAND, a body corporate, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth. And the said George T. Baumgardner, Treasurer as aforesaid, did also make oath in due form of law that the said TRUST COMPANY has not required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said Trust Company require any tax levied thereon to be paid by the said mortgagors, or any person for them, during the existence of this mortgage. And the said