erick County, Maryland, party of the first part and Paul Bernhardt, of Baltimore City, Maryland, party of the second part.

WITNESSETH: Whereas the said Ada M. O'Bryan is indebted unto Paul Bernhardt in the sum of One Thousand ($1000.00) Dollars evidenced by her promissory note of even date herewith, payable to the order of said Paul Bernhardt, twelve months after date with interest at the rate of six per cent per annum, payable semi-annually, and wishing to better secure the punctual payment of said note and the interest thereon to accrue, as well as any renewals, replace ments or substitutions thereof by the execution of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of TEN ($1000.00) DOLLARS in hand paid, the said Ada M. O'Bryan does hereby grant in FEE SIMPLE to Paul Bernhardt all those tracts or parts of tracts of land situate, lying and being in Frederick County, Maryland, and containing twenty three acres of land, more or less, and being the same parcel of land described in a deed dated September 5th, 1928, by Paul Bernhardt and Annie S. Bernhardt, his wife, to Ada M. O'Bryan, and intended to be recorded prior to the recording of this mortgage.

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

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said mortgagee and and his assigns forever.

PROVIDED that if the said Ada M. O'Bryan shall pay or cause to be paid the aforesaid note, according to the tenor thereof, together with all renewals or replacements thereof, and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Ada M. O'Bryan, her heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on the hereby mortgaged property, which taxes assessments, public dues, charges, mortgage debt and interest, the said mortgagor, for herself and for her heirs, executors and assigns, does hereby covenant to pay when legally demandable; but if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one 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 Paul Barnhardt, or his assigns or personal representatives at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which sales shall be made in the manner following, to wit:- Upon giving 20 days notice of the time, place, manner and terms of sale, in some newspaper printed and published in Frederick County, Maryland which time, place, manner and terms of sale shall be fixed by the mortgagee or party selling 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 expenses incident to such sale, including all taxes assessed on the property hereby mortgaged and commissions allowed Trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County sitting in Equity, and a reasonable counsel fee, secondly to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus if any, shall be paid to the saidmortgagor, her heirs and assigns or to whoever may be entitled to receive the same; and