Masser and Ada T. Masser, his wife, by deed dated April 4th, 1924, and duly recorded in Liber 348, folio 196, of the Land Records for Frederick County;- TOGETHER with all rights of alleyways thereunto belonging, as described in, and all of the above described real estate being the same as described in the Deed from Clifton O. Morningstar and Lottie M. K. Morningstar, his wife, to James H. Steele, unmarried, dated the 7th day of April, in the year 1925, and recorded on the same day as, but prior to the recording of this Mortgage.

Provided that if the said mortgagor, his heirs or executors, administrators or assigns shall pay to the said The Frederick-Town Savings Institution, or order, the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable and keep all the covenants herein on the part of said mortgagor agreed to be performed, then this mortgage shall be void.

AND PROVIDED, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, or until default be made in any covenant herein contained, the said mortgagor shall possess the mortgaged premises as of his 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, then it shall be lawful for Jacob Rohrback, of Frederick, Maryland, or in the event of his death, declination, or inability from any cause, then for J. Marshall Miller, of Frederick, 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 mortgagor, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said The Frederick-Town Savings Institution, to sell the said property and premises hereby mortgaged, at the Court House door, in Frederick City, Md., or on the mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper, 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 the surplus if any, to pay the same to the said mortgagor or to his heirs or assigns.

And the said mortgagor hereby covenants and agrees that if he should default in the performance of any of the things herein covenanted to be done performed by him, and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the 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 mortgagor, covenants that he will pay the same as he hereby expressly covenants that he will pay the same as he hereby expressly covenants that he will pay the mortgage debt herein mentioned and the interest thereon.

And the said mortgagor further covenants and agrees with the said The Frederick-Town Savings Institution, that he will keep, during the continuance of this Mortgage, the buildings erected on the said mortgaged premises, insured for a sum of not less than one