

by Austin O. Davis and Annie M. Davis, his wife, of Frederick County, Maryland.

WITNESSETH, That for and in consideration of the sum of Six Thousand Five Hundred (\$6,500.00) Dollars, now due from the said Austin O. Davis and Annie M. Davis, his wife, to Rudolph M. Rau, upon their joint and several promissory note of even date herewith for said sum of money payable one year after date to the said Rudolph M. Rau, or order, with interest from date at the rate of six (6%) per centum per annum payable semi-annually, and intending the better to secure the payment of said promissory note and interest when the same shall become due and payable according to the tenor thereof, we, the said Austin O. Davis and Annie M. Davis, his wife, do hereby grant and convey unto Rudolph M. Rau, his heirs and assigns, all those tracts or parcels of land lying and being in Frederick County, described as follows;

(1) All that farm situated along the Emmitsburg State Road about five miles north of Frederick containing two hundred twenty eight (228) acres, three roods, 20 21/100 perches of land and being part of the real estate that was conveyed by Claude C. Clemson and Naomi T. Clemson, his wife to John M. Potter, by deed dated March 29th, 1917, recorded in Liber 320, folio 361 and and being the same real estate that was conveyed by John M. Potter to Austin O. Davis, by deed dated March 30th, 1920, and recorded in Liber 331, folio 108, one of the land records for Frederick County, and

(2) All that wood lot near Mountindale containing forty acres being the same real estate described in the deed from John M. Potter to Austin O. Davis, dated March 30th, 1920, recorded in Liber 331, folio 108.

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

Provided that if the said Austin O. Davis and Annie M. Davis, his wife, shall pay at maturity the promissory note given for said indebtedness of Six Thousand Five _____ Dollars of even date herewith by Austin O. Davis and Annie M. Davis, his wife, mortgagors herein, payable one year after date and made payable to the said Rudolph M. Rau, or order, with interest at the rate of six per centum per annum, payable semi-annually, and all renewals of said note with interest 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 provided that until default the said mortgagors, the said Austin O. Davis and Annie M. Davis, his wife, shall possess the mortgaged premises as of their present estate therein.

And the said mortgagors hereby covenant; That they are seized of the land hereby conveyed and have the right to convey said land; that they will not suffer or permit any 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 on said premises fully insured from loss by fire, pay the insurance premiums and protect in the policy of insurance the mortgagee or assignee, and will pay all taxes on the real estate hereby conveyed and should they fail in paying the said taxes and insurance premiums and said mortgagee or assignee should pay the same, then the amount of the taxes and premiums so paid, with interest thereon shall be a lien on the mortgaged property, as though included in the the first instance in the mortgage itself.

Provided that if default shall be made by the said Austin O. Davis and Annie M. Davis, his wife, in the payment of the said promissory note at maturity, or any renewal or renewals 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 the said Rudolph M. Rau, or any assignee of this mortgage, and they are hereby authorized, empowered and directed so to do, to enter and possess and sell the said mortgaged premises at the Court House Door in Frederick, Maryland, at public auction for cash, after giving at least