

folio 128 &c., one of the Land Records of Frederick County.

Second. All that piece or parcel of land, containing 2 acres, and 31 sq. ps. of land, more or less, which was conveyed unto the said Theodore C. Shafer, by John E. Shafer and Lauretta F. Shafer, his wife, by deed dated Oct. 1st, 1896, and recorded in Liber J.L.J. No. 14, folio 386, one of the Land Records of Frederick County.

Third. All that piece or parcel of land, Containing 56 acres, and 138 sq. ps. of land, more or less, which was conveyed unto the said Theodore C. Shafer, by John E. Shafer and Lauretta F. Shafer, his wife, by deed dated March 30th, 1906, and recorded in Liber S. T. H. # 275, folio _____ one of the Land Records of Frederick County.

TOGETHER, with all and singular, the buildings and improvements thereon, rights, ways, privileges and appurtenances thereunto belonging or in any wise appertaining thereto.

PROVIDED, that if the said Theodore C. Shafer and Effie J. Shafer, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest thereon, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

AND FURTHER PROVIDED, that until default shall be made in the payment of the aforesaid promissory note, at maturity, or in the payment of any instalment of interest thereon when the same becomes due and payable, according to the tenor thereof, the said Theodore C. Shafer and Effie J. Shafer, his wife, shall possess the said mortgaged property as of their present estate therein.

AND STILL FURTHER PROVIDED, that if default be made in the payment of the aforesaid promissory note at maturity, or in the payment of any instalment of interest thereon when the same becomes due and payable according to the tenor thereof, or in the performance of fulfillment of any covenant or agreement herein contained, then, and in either case it shall be lawful for the said The Valley Savings Bank of Middletown, Frederick County, Maryland, its successors or assigns, to sell the said property and premises hereby mortgaged, either on the premises, or in front of The Valley Register Office, in Middletown, Md., by public auction, for cash, after having given at least three weeks previus notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, terms and manner of sale, and such other notice, if any, as the person or persons making the sale, shall elect; and to apply the proceeds of such sale to the payment in the first place of the expenses of such sale, including the usual Chancery Commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full, with all interest thereon up to the time of such payment, and the surplus, if any, to pay the same to the said Theodore C. Shafer and Effice J. Shafer his Wife, their personal representatives or assigns; One half of such commissions and all expenses and costs shall be paid by the Mortgagors, their representatives or assigns, in the event that the said mortgage debt shall be paid after the advertisement of said property, but before the sale thereof.

And the said Mortgagors covenant that they will keep during the continuance of this mortgage, the buildings on said mortgaged premises insured for a reasonable sum of money in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they become due and payable, and that they will cause the Policies of insurance to be so endorsed as to accrue to the use of the said Mortgagee, its successors or assigns, during the continuance of this mortgage, and should they fail in this particular, any premiums or assessments thereon paid by the said mortgagee or its assigns necessary to keep said policies in force shall be lien on the said mortgaged premises as though included in the first instance in the mortgage itself.

WITNESS OUR HANDS AND SEALS.

Witness

F. C. Remsberg

Theodore C. Shafer (SEAL)

Effie J. Shafer (SEAL)