

Secondly:- All that piece or land adjoining the rear part of the land or lot above mentioned on the East, and situate in Frederick City, at the South end of the grave yard attached to the old Evangelical Reformed Church; it having a dimension of twenty (20) feet in breadth from West to East and a length of twenty-three (23) feet, six (6) inches from North to South, and being the same property conveyed to the said John Markell by John Kunkel, et. al., by deed bearing date on the 3d day of June, in the year 1850, and recorded in Liber W.B.T. No. 11, Folio 400 &c., one of the Land Records of Frederick County. It being the same property which was heretofore conveyed unto the said Evripides Christis Kampandaes by H. Dorsey Etchison, Trustee, by deed dated and intended to be recorded prior to the recording of these presents.

PROVIDED, That if the said Evripides Christis Kampandaes his executors, administrators or assigns, shall pay to the said The Citizens National Bank of Frederick the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, then this mortgage shall be void.

AND PROVIDED, That until default be made in the premises, the said Evripides Christis Kampandaes 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, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall be deemed due and demandable and it shall be lawful for Holmes D. Baker and John S. Newman or the survivor of them as trustees, 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, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee, to said Court, for the appointment of such trustee) or for any assignee of this mortgage, to sell the said property and premises hereby mortgaged either on the premises or at the Court House Door in Frederick City, Maryland, by public auction, for cash, after having first given at least three weeks previous notice of such sale by advertisements inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale, and such other notice, if any, as the person or persons making said sale shall elect, 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 chancery commissions, and reasonable counsel fees and then to the payment of the mortgage debt in full, with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said Evripides Christis Kampandaes his personal representatives or assigns.

AND THE SAID Evripides Christis Kampandaes covenants and agrees with the said The Citizens National Bank of Frederick, that he will pay the mortgage debt aforesaid, and all interest that may accrue thereon, and 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 Seven Thousand Dollars, in some safe and reliable Fire Insurance company, paying the premiums and assessments thereon as they fall due and payable; and that he will assign the policy of insurance, or cause the same to be made payable, to the said The Citizens National Bank of Frederick as a further and additional security for the payment of said Mortgage debt.

AND THE SAID Evripides Christis Kampandaes further in like manner covenants and agrees that should he fail in this particular, and the said The Citizens National Bank of Frederick pay the premiums and assessments necessary to keep said policy of insurance in force, the sum so paid, with interest thereon, shall be a lien on the said mortgaged property as