

Being all and the same real estate conveyed by Naomi P. Geisbert and Stewart A. Geisbert, her husband, to Grayson H. Mercer by deed dated January 3, 1923, and recorded in Liber No. 342, folio 46, one of the Land Records of Frederick County, Maryland, and which was conveyed by the said Grayson H. Mercer and Grace H. Mercer, his wife, unto the said mortgagors by deed dated March 24, 1923, and delivered and intended to be recorded simultaneously, with the execution and recording of this mortgage, this being the purchase money mortgage given by the said mortgagors on the said real estate for the above named amount which was used by them in the purchase thereof;

And reference is hereby made to the above deeds and Plat for a more particular description of said real estate.

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

Provided that if the said Frank H. Despeaux and Nannie S. Despeaux, his wife, shall pay at maturity the promissory note given for said indebtedness of One Thousand (\$1,000.00) dollars of even date herewith by said Frank H. Despeaux and Nannie S. Despeaux, his wife, mortgagors herein, payable six months after date and made payable to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, or order, and all renewals thereof, with all interest due 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 the said mortgagors hereby covenant: That they are seized of the land hereby conveyed; that they have the right to convey said land and will warrant generally the same; that they will not suffer or permit any strip or 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 and improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and will pay all taxes on the real estate hereby conveyed; and do further covenant that should they fail in paying the said taxes and insurance premiums and said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid, with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Frank H. Despeaux and Nannie S. Despeaux, his wife, in the payment of the said promissory note at maturity, or any renewal 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 Hammond Clary, Cashier of said Bank, or any assignee of this mortgage, to enter and possess and sell the said mortgaged premises at the Court House Door, Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks' public notice of the time, place, manner and terms of sale in some newspaper published in said County, at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee or party making the sale and then to the payment of the said promissory note, with any interest due thereon, or any renewal thereof with the interest due thereon, so that all monies owing under this mortgage shall be paid, and to pay the amount of the taxes and insurance premiums paid by the mortgagee or assignee with interest thereon from the time, paid, and to pay the surplus to the said mortgagors, and in case payment should be made after advertisement under said power, then accrued expenses, counsel fees and only half commissions shall be paid by the said mortgagors.