

Fannie Montanaro, for themselves and for their heirs, executors, administrators and assigns do hereby covenant to pay when legally demandable.

But if default be made in payment of said money or the interest thereon to accrue or any part of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said party of the second part, his representatives or assigns at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, he, her or their heirs and assigns, and which sale shall be made in manner following, viz:- Upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed and published in Frederick County, Maryland, which time, place, manner and terms of sale shall be fixed by the party selling; and in the event of a sale of said mortgaged property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including all taxes assessed on the property hereby mortgaged overdue and paid by the mortgagee or holder of this mortgage, and commissions to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County, sitting in Equity, together with the usual counsel fees.

Secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their heirs and assigns or to whoever may be entitled to the same.

And it is further agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party rightfully so advertising the same shall be entitled to one-half the commissions above provided computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement and all legal costs and the said Louis Montanaro and Fannie Montanaro, for themselves and for their heirs, executors, administrators and assigns.

WITNESS OUR HANDS AND SEALS.

WITNESS:	Louis Montanaro	(SEAL)
J. Harry Kennedy	Fannie Montanaro	(SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 5th day of February, 1930, before me, the subscriber, a Notary Public for the State of Maryland, in and for Frederick County, personally appeared Louis Montanaro and Fannie Montanaro and did each acknowledge the above and foregoing Mortgage to be their respective act. AT the same time before the subscriber, personally appeared S. Joseph Newcomer and made oath in due form of law that the consideration set forth in the above and foregoing mortgage is true and bona fide as therein stated and that the said S. Joseph Newcomer further made oath in due form of law that the said mortgagee has not required the mortgagors or either of them, to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said mortgagee require any tax levied thereon to be paid by the said mortgagors or either of them, or any person for them during the existence of this mortgage.

Place of
Notarial
Seal

J. Harry Kennedy
NOTARY PUBLIC.

State of Maryland, Frederick County, to-wit:

I hereby certify that the foregoing is a true copy of the Original Mortgage from Louis Montanaro and Fannie Montanaro to S. Joseph Newcomer, as recorded in Liber No. 373, Folio