two (2) acres, three (3) roods and twenty-six (26) perches of land heretofore sold off and conveyed by William E. Kindley and wife to Miel W. Linthicum, by deed dated May 18, 1929, and recorded in Liber 370, folio 430, one of the Land Records of Frederick County; it being the same farm, tract, part of a tract or parcel of land that is conveyed and described in a deed to the said Rodney R. Kelly and Lucie E. Kelly, his wife, from the said William E. Kindley and Mamie N. Kindley, his wife, said deed bearing even date with these presents and intended to be recorded just prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Rodney R. Kelly and Lucie E. Kelly, his wife, shall well and truly pay the said Single Bill for the said sum of Four Thousand Dollars ($4000.00) and the interest thereon, when the same may become due and payable, according to the tenor and effect thereof, and also pay all taxes, levied or to be levied, upon said property, and the insurance premiums upon the buildings to be insured and kept insured thereon, then this mortgage shall be void.

And the said Rodney R. Kelly and Lucie E. Kelly, his wife, their heirs and assigns, do hereby covenant to pay the aforesaid Single Bill, together with all interest that may be accrued thereon, when and as the same shall become due and payable according to the tenor of said Single Bill, and that they will, during the continuance of this mortgage, keep the buildings upon said real estate fully insured against loss by fire in the sum of not less than Three thousand dollars ($3000.00) and will cause the policy or policies of insurance to be so endorsed or assigned as that in case of loss by fire the insurance will inure to the benefit of the said William E. Kindley and Mamie N. Kindley, his wife, their personal representatives or assigns, to the extent of their lien or claim hereunder, and that they will pay all taxes which may be levied or assessed upon said mortgaged premises when and as the same shall become due and payable.

And the said Rodney R. Kelly and Lucie E. Kelly, his wife, do further covenant that should they fail to pay said taxes and the premiums for said insurance, the said William E. Kindley and Mamie N. Kindley, his wife, their personal representatives or assigns, shall pay the same, then the amount of taxes and insurance premiums so paid, together with the interest thereon, shall be a lien on the said mortgaged property as though included in this mortgage in the first instance.

And it is agreed that until default be made in the premises the said Rodney R. Kelly and Lucie E. Kelly, his wife, their heirs or assigns, shall possess the aforesaid property. But if default be made in the payment of said Single Bill or of the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, according to the tenor of said Single Bill, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed to be due and demandable and it shall be lawful for the said William E. Kindley and Mamie N. Kindley, his wife, their personal representatives or assigns, at any time after default, to sell the property hereby mortgaged, at the Court House door in Frederick City, Maryland, at public auction for cash, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their assigns; and the said sale shall be made after giving at least three successive weeks' notice of the time, place, manner and terms of sale, by advertisement in some newspaper printed and published in said Frederick County, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale shall be applied, first: to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having Equity jurisdiction in the State of Maryland, and a reasonable counsel fee to the Solicitor for