Provided, that if the said Leslie W. Gaver and Luella V. Gaver, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, 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 be made in the payment of the promissory note aforesaid, at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Leslie W. Gaver and Luella V. Gaver, 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 said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Valley Savings Bank, of Middletown, Frederick County, Maryland, its successors or assigns, or for Emory L. Coblentz as trustee, to sell the said property and premises hereby mortgaged in front of the Valley Register Office in Middletown, Frederick County, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery Commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Leslie W. Gaver, and Luella V. Gaver, his wife, or to whoever may be entitled to the same.

And the said Leslie W. Gaver and Luella V. Gaver, his wife, covenant that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable amount of money in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that they will cause the Policy of Insurance to be so transferred or endorsed as to inure to the benefit of the said Valley Savings Bank, of Middletown, Frederick County, Maryland, the said mortgagee, in case of loss or damage by fire.

Witness our hands and seals.

Test: Walter L. Remsberg — Leslie W. Gaver (SEAL)

Luella V. Gaver (SEAL)

State of Maryland, Frederick County, to wit:

I hereby certify that on this 31st day of March, A. D. 1920, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Leslie W. Gaver and Luella V. Gaver, his wife, the said mortgagors and acknowledged the aforegoing mortgage to be their act.

And at the same time also appeared Foster C. Remsberg, Treasurer of Valley Savings Bank, of Middletown, Frederick County, Maryland, mortgagee, and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth; and also made oath in due form of law that the said mortgagee has not required the said mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied on 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 by any person for them during the existence of this mortgage.

Given under my hand and Notarial Seal the day and year aforesaid.