belonging or in anywise appertaining.

PROVIDED that if the said Hanson W. Jackson and Ella E. Jackson, his wife, their executors, administrators or assigns, shall pay the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be void.

AND PROVIDED that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Hanson W. Jackson and Ella E. Jackson, his wife, shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED that if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, 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 John Diehl, his executor, administrator or assigns, to sell the said property and premises hereby mortgaged on the premises, 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 such sale in the first place to the payment of the expenses attending the sale, including the usual commissions and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of promissory note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said Hanson W. Jackson and Ella E. Jackson, his wife, their heirs or assigns.

AND the said Hanson W. Jackson and Ella E. Jackson, his wife, covenant with the said John Diehl that they will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a reasonable sum 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 assign the policy of insurance to the said John Diehl for his benefit in case of loss or damage by fire.

WITNESS OUR HANDS AND SEALS.

TEST: Hanson W. Jackson (SEAL)

Chas. B. T. Hendrickson Ella E. Jackson (SEAL)

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 18th day of April in the year nineteen hundred and twelve, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Hanson W. Jackson and Ella E. Jackson, his wife, the aforesaid mortgagors, and each acknowledged the aforegoing mortgage to be their respective act.

And at the same time also appeared John Diehl, the aforesaid mortgagee, and made oath in due form of law that the consideration stated in 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 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.

Place of Notarial Seal

Chas. B. T. Hendrickson

Notary Public.

For value received and in pursuance to an Order of the Orphans Court for Frederick County, dated the 11th day of January, 1934, we hereby assign the within and aforegoing Mortgage to Benjamin B. Rosenstock for the purpose of foreclosure this 11th day of January, 1934.