

corporate as aforesaid does grant in fee simple to the said Central Trust Company of Maryland all the following described pieces or parcels of land situate, lying and being in Frederick City, Frederick County, State of Maryland, to wit:

1st. The lot fronting on the west side of North Market Street thirty-nine and one half feet, and extending back, westwardly, the same width, across lots Nos. 207, 208, 209, 210 and 211 to the east side of Klinehart's alley;

2nd. The lot adjoining the above on the north, fronting thirty-nine and one-half feet on the east side of Klinehart's alley and extending back, eastwardly, the same width, across lot No. 211 and partly across lot No. 210, one hundred feet;

2. The lot adjoining the first mentioned lot on the south, fronting on the east side of Klinehart's alley twenty-eight feet and extending back, eastwardly, the same width, across lot No. 210, a distance of ninety feet.

BEING all and the same real estate more particularly described and set forth in a deed from George T. Baumgardner, et al. to John Baumgardner, Incorporated, a body corporate as aforesaid, dated the ninth day of November, in the year 1918, and duly recorded among the Land Records of Frederick County, in Liber 326, folio 405, etc., as by reference thereto will more fully and at large appear.

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

PROVIDED, that if the said principal sum of money loaned aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND PROVIDED, that until default be made in the premises, the said John Baumgardner, Incorporated, a body corporate as aforesaid, shall possess the mortgaged premises as of its present estate therein.

AND PROVIDED, that if default shall be made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall there upon be deemed due and payable, and it shall be lawful for Emory L. Coblentz and Charles McC. Mathias or the survivor of them, as Trustees, or in case of their or his death or declining to execute said trust, then for any other trustee to be appointed by order of the Circuit Court for Frederick County, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors upon a petition to be filed by the said mortgagee to said court for the appointment of such trustee,) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick City, Maryland, by public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancery commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said John Baumgardner, Incorporated, personal representatives or assigns.

And the said John Baumgardner, Incorporated, a body corporate as aforesaid covenants and agrees with the said Central Trust Company of Maryland:

1st. That it will pay the mortgage debt aforesaid and all interest that may accrue thereon.

2nd. And that it will keep, during the continuance of this mortgage, the building