

Charles L. Cross and Mary E. Cross, his wife, of Frederick County, in the State of Maryland, WITNESSETH: That Whereas the said Charles L. Cross and Mary E. Cross, his wife, now stand indebted unto the CENTRAL TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland in the sum of Eighteen Hundred Seventy-five Dollars, (\$1875.00) upon their promissory note of even date herewith, payable to the said Central Trust Company of Maryland, or order six months after date; and for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may, from time to time, be given hereafter in renewal of the same, or any part thereof, have agreed to execute this mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar paid by the said CENTRAL TRUST COMPANY OF MARYLAND, unto the said Charles L. Cross and Mary E. Cross, his wife, the receipt of which is hereby acknowledged, the said Charles L. Cross and Mary E. Cross, his wife, do grant in fee simple to the said CENTRAL TRUST COMPANY OF MARYLAND all the following described described pieces or parcels of land situate, lying and being in Frederick County, State of Maryland, to wit: - All that tract or parcel of land lying on the Southeast side of the Mountain Road leading from Emmitsburg to Thurmont, about two miles south of Mt. Saint Mary's College, and being all the same lot or parcel of land described in a deed from Maria Shorb and John C. Shorb, her husband, unto the said Charles L. Cross and Mary E. Cross, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Frederick County prior to or simultaneously with the recording of these presents. The said mortgage being given to secure a loan for money used in the purchase of the aforementioned property.

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 and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage 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 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 petition to be filed by the said mortgage 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, 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 Charles L. Cross and Mary E. Cross, his wife, their personal representatives or assigns.

And the said Charles L. Cross and Mary E. Cross, his wife, their personal representatives or assigns covenant to agree with the said CENTRAL TRUST COMPANY OF MARYLAND;