

be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Frederick County, and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers <sup>here by</sup> granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and 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; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have been matured or not, and the surplus, (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Frederick County, in Equity, which said expenses, costs and commissions the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Sherman P. Bowers, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, Serena H. Rice and William H. Rice, her husband, for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Hundred Fifty Dollars, and to cause the said policy to be affected thereon, to be framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST: Maggie M. Pearl

Serena H. Rice (SEAL)

William H. Rice (SEAL)

STATE OF MARYLAND, County of Frederick, TO WIT:

I Hereby Certify, that on this Twenty-fourth day of September, in the year Nineteen hundred and thirty-two, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Serena H. Rice and William H. Rice, her husband, the Mortgagors named in the foregoing mortgage, and acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared Charles P. Riordan and Anna M. Riordan, his wife, the Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.