

formed, 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 ⁿ and be payable or until default be made in any covenant herein contained, the said mortgagors shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED That if default shall be made in the payment of the promissory note aforesaid at maturity, or if renewed, default shall be made in the payment of any note or notes given in renewal thereof, when the same shall mature and become payable, then it shall be lawful for Jacob Rohrback, of Frederick, Maryland, or in the event of his death, declination, or inability from any cause, then for J. Marshall Miller, of Frederick, Maryland, as trustee, 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, as a Court of Equity, in place of the said deceased or declining trustee, consent being ^{hereby} given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said The Frederick-Town Savings Institution, to sell the said property and premises hereby mortgaged, at the Court House Door, in Frederick City, Md., or on the mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having given at least three weeks previous notice, of such sale inserted in ~~the~~ newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, reporting 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, and the surplus, if any, to pay the same to the said mortgagors or to their heirs or assigns.

And the said mortgagors hereby covenant and agree that if they should default in the performance of any of the things herein covenanted to be done performed by them, and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and interest thereon, in this mortgage mentioned shall be treated and construed as a part of the mortgage debt herein mentioned, and the said mortgagors, covenant, that they will pay the same as they hereby expressly covenant that they will pay the mortgage debt herein mentioned and the interest thereon.

And the said mortgagors further covenant and agree with the said The Frederick-Town Savings Institution, that they will keep, during the continuance of this mortgage, the buildings erected on the said mortgaged premises, insured for a sum of not less than Two Thousand Dollars, in ^{safe and} some reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will assign the policy of insurance or cause the same to be made payable to the said The Frederick-Town Savings Institution, for its benefit in case of loss or damage by fire; and the said mortgagors further in like manner covenant and agree, that should they fail in this particular, and the said The Frederick-Town Savings Institution pay the premiums and assessments necessary to keep said policy of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property, as though included in the first instance in the mortgage itself.

Witness our hands and seals this 12th day of April, in the year 1922.

Witness: Jacob Rohrback

Charles E. Mullican (SEAL)

Louisa M. Mullican (SEAL)