

at six per cent per annum, payable semi-annually, and all renewals of said note with interest thereon and to comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

and the said mortgagors hereby covenant: That they are seized of the land hereby conveyed and have the right to convey said land; that they will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they will pay the aforesaid mortgage debt and interest thereon when the same is due and payable, as herein above set forth and according to the tenor of said note; and they will keep the buildings on the said ground fully insured from loss by fire, pay the insurance premiums and protect in the policy of insurance the mortgagee or assignee, and will pay all taxes on the real estate hereby conveyed and should they fail in paying the said taxes and insurance premiums and said mortgagee or assignee should pay the same, then the amount of the taxes and premiums so paid, with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Charles Lapole and Lula F. Lapole, his wife, in the payment of the said promissory note at maturity, or any renewal or renewals thereof, when due, or of any interest thereon when due, or if default shall be made in the performance of any of the covenants in this mortgage, then it shall be lawful for the said W. O. Rau Cashier of Mortgagee, or Edgar H. McBride, its Attorney, or any Assignee of this mortgage, and they are hereby authorized, empowered and directed so to do, to enter and possess and sell the said mortgaged premises in front of The Bank of Brunswick Building, Brunswick, Frederick County, Maryland, at public auction for cash, after giving at least three weeks' public notice of the time, place, manner and terms of sale in some newspaper published in said County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee or party making the sale and then to the payment of the said promissory note, with the interest due thereon, or any renewal thereof with interest due thereon, so that all monies owing under this mortgage shall be paid, and to pay the amount of <sup>the</sup> taxes and insurance premiums paid by the mortgagee or assignee with interest thereon from the time paid, and to pay the surplus to the said mortgagors, and in case payment should be made after advertisement under said power, then accrued expenses, counsel fees and only half commissions shall be paid by the said mortgagors.

Witness our hands and seals.

TEST: G. M. Kaetzel

Charles Lapole (SEAL)

Lula F. Lapole (SEAL)

State of Maryland, Frederick County, to wit:

I hereby certify that on this 23rd day of March 1926, 1926, before the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Charles Lapole and Lula F. Lapole, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed. And at the same time personally appeared before me, Wm. O. Rau, Cashier of the said mortgagee, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth; and the said W. O. Rau, Cashier of The Bank of Brunswick, mortgagee, also made oath in due form of law, that he, has not, nor has said Bank, required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require nor will said Bank any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage. And the said William O. Rau, further made oath in due form of law that he is the Cashier and Agent of the said The Bank of Brunswick, and duly authorized by it to make this affidavit.