

and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor further covenants that upon the failure of said Mortgagor, his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein~~after~~ undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successors or assigns, at any time after the exercise of such election to sell for cash the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection or attorney's fee of five per centum of the face of the note hereby secured, and to grant and convey said property to the purchaser, his heirs or assigns, which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land or a part thereof lies or if there be no such newspaper published in such county, then in some newspaper having circulation in such county, and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price, second, to the balance, principal, and interest, unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note, and the balance, if any, shall go to the mortgagor, his personal representatives or assigns or to whoever may be entitled thereto.

Said Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Bank; and that if after exercise by said Bank of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of \$50.00 to compensate the person designed to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed; and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Bank makes its election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

WITNESS the hands and seals of the said Mortgagors.

Samuel G. Lease (SEAL)

TESTE: H. Noel Haller

Rachel R. Lease (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT;