

west of Feagaville, on the road leading from Mt. Zion Church to Braddock Heights, containing 19 acres of land, more or less, which was conveyed unto Charles W. Himes, by deed executed by Emory L. Coblentz, Surviving Executor under the last Will and Testament of William Hoffman deceased, dated January 7th, 1913, and recorded in Liber H. W. B. No. 302, folio 469, one of the Land Records of Frederick County; and being all and the same property conveyed unto the said George L. Stone and Katie F. Stone, by deed executed by the said Charles W. Himes and wife, bearing even date with this mortgage, and intended to be recorded among the land Records of Frederick County prior to or simultaneously with the recording of these presents.

Together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or appertaining.

Provided that if the said George L. Stone and Katie F. Stone, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid, at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said George L. Stone and Katie F. Stone, shall possess the said mortgaged property as of their present estate therein.

And still further provided, that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Charles W. Himes, his personal representatives or assigns to sell the said property and premises hereby mortgaged in front of the Court House Door in Frederick City, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County once a week prior to the date of sale, and to apply the proceeds of sale to the payment in the first place of the expenses attending the sale, including the usual chancery commissions and a reasonable counsel fee for filing bond, report 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, whether the same be due and payable to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said George L. Stone and Katie F. Stone or to whoever may be entitled to the same.

And the said George L. Stone and Katie F. Stone, covenant that they will keep during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable amount of money in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable and that they will cause the Policy of Insurance to be so transferred or endorsed as to inure to the benefit of the said Charles W. Himes, in case of loss or damage by fire.

"itness our hands and seals.

Test:

Richard Potts

George L. Stone (SEAL)

Katie F. Stone (SEAL)

State of Maryland, Frederick County, to wit:

I hereby certify that on this 24th day of December, A. D. 1914, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared George L. Stone and Katie F. Stone, the said mortgagors, and acknowledged the foregoing mortgage to be their act, and at the same time also appeared Charles W. Himes, the aforesaid mortgagee, and made oath in due form of law that the consideration stated in the said mortgage