

FOURTH: That if the said mortgagor fails to pay the premiums or said insurance policies as well as all taxes and public charges levied against said property, and the Mortgagee pays the same, the amount so paid by said Mortgagee shall become a part of the indebtedness, intended to be secured hereby, a ___ constitute a lien hereunder, as fully and to the same extent as if included in the first instance.

FIFTH: That if default shall be made in the payment of said promissory note aforesaid, or any renewal thereof, or the interest on said note, or any renewal thereof, or if default be made in the payment of the insurance premiums or taxes aforesaid, or any of the covenants contained in this mortgage, then in either of said events, it shall be lawful for the said Gilmore R. Flautt, his personal representatives or assigne, to sell, at public auction, for cash, the mortgaged premises in front of the Court House door, in Frederick City, Frederick County, Maryland, after having published once a week for three weeks, prior to the day of sale, in one or more newspapers in Frederick County, Maryland. an advertisement giving notice of the time, place, manner and terms of said sale.

SIXTH: That the proceeds arising from said sale shall be applied as follows: First, to the payment of all costs and expenses attending said sale including reasonable counsel fees and the usual chancery commissions, Second, to the payment of the mortgaged debt, and interest, including insurance premiums and taxes, if any, Third, the surplus, if any, to be paid to the said Bertha J. Lilly, her personal representatives or assigne.

WITNESS MY HAND AND SEAL.

TEST: Ernest Helfenstein, Jr.

Bertha J. Lilly (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, SCT:RP

I hereby certify that on this 16th day of September, 1929, before me the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, in and for the State and County, aforesaid, personally appeared Bertha J. Lilly, the within named Mortgagor, and did acknowledge the foregoing Mortgage to be her act.

And at the same time, also personally appeared Gilmore R. Flautt, the aforementioned Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the Mortgagor, his agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the Mortgagor, or any person for her during the existance of this Mortgage.

Place of
Notarial
Seal

Ernest Helfenstein, Jr.

Notary Public

For value received I hereby assigne the above and foregoing Mortgage to Albert S. Brown, for purpose of foreclosure.

Witness My Hand and Seal this 2d day of November, A. D. 1933

Witness : C. Albert Gilson

Gilmore R. Flautt (SEAL)

Assignment recorded November 2, 1933

Test: Eli G. Haugh, Clerk

State of Maryland, Frederick County, to wit:

I hereby certify that the foregoing is a true copy of the original Mortgage from Bertha J. Lilly to Gilmore R. Flautt, with assignment, as recorded in Liber No. 371, folio 570 &c., one of the Land Records of Frederick County, Maryland.



In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 22nd day of November, A. D. 1933.

Eli G. Haugh

Clerk of the Circuit Court for Frederick County, Maryland.

(Filed November 27, 1933)