

the same secured, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

AND in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said mortgagee or its assigns, or John I. Rowe, and Joseph D. Mish, or either of them, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland, Code, Public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Frederick County, and such other notice as by the said Mortgagee or its assigns may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of twenty five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not, and the surplus, (if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

AND the said Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement of notice of sale as aforesaid under the powers hereby granted, or under the assent to a decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe, and Joseph D. Mish, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

and the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand and seal of the Mortgagors.

TEST: Louis E. Guertin (SEAL)
James H. Cramer Katherine T. Guertin (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of February, in the year Nineteen Hundred and Thirty-four, before me, a Notary Public of the State of Maryland, in and for Frederick County personally appeared Louis E. Guertin and Katherine T. Guertin, his wife, the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared Oliver H. Bruce, Jr., Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set