

to inure to the benefit of the Mortgagees, or their assigns, to the extent of their lien or claim under this mortgage, in the event of loss or damage by fire.

FOURTH: That, if the said Mortgagors fail or refuse to pay the premiums on said insurance policies, as well as all taxes and public charges levied against said property, and the Mortgagees pays the same, the amount so paid by said Mortgagees shall become a part of the indebtedness intended to be secured hereby, and 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 in any of the covenants contained in this mortgage, then, in either of said events, it shall be lawful for the said Gilmore R. Flautt and Ruth R. Flautt, his wife, their personal representatives or assigns, to sell, at public auction, for cash, the mortgaged premises in front of the Court House door, in Frederick City, Maryland, after having published once a week for three weeks, prior to the day of ^{the} 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 Frank E. Grimes and Nettie L. Grimes, his wife, their heirs or assigns.

WITNESS Our hands and Seals.

WITNESS: Arthur V. Myers

Frank E. Grimes (SEAL)

Nettie L. Grimes (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, SCT:

I hereby certify that on this 22nd day of April, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, aforesaid, personally appeared Frank E. Grimes and Nettie L. Grimes, his wife, the within named mortgagors, and did acknowledge the foregoing Mortgage to be their respective act.

and at the same time before me also appeared Gilmore R. Flautt and Ruth R. Flautt, his wife, Mortgagees 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 they they have not required the Mortgagors, their agent or attorneys, or any person for said Mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will they require any tax levied thereon to be paid by the Mortgagors or any person for them during the existence of this Mortgage.

Place of
Notarial
Seal

Arthur V. Myers,
Notary Public

We hereby assign the within and foregoing mortgage to Benjamin B. Rosenstock, Assignee, for the purpose of foreclosure.

Witness our hands and seal this 22nd day of January, 1936.

Witness: C. Albert Gilson

Gilmore R. Flautt (SEAL)

Ruth R. Flautt (SEAL)

Assignment recorded January 23, 1936.

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 Frank E. Grimes and wife to Gilmore R. Flautt and wife, (with assignment) as recorded in Liber No. 387, folio 450 &c., one of the Land Records of Frederick County, Maryland.