

of if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for Richard S.J. Dutrow, Cashier of said Bank, or any assignee of this Mortgage, to enter and possess and sell the said mortgaged premises at the Court House door, Frederick City, Frederick County, Maryland, at public auction, for cash, after giving at least three weeks' public notice of the time, place, manner and terms of sale in some newspaper published in Frederick County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending said sale, including court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee and then to the payment of the said promissory note with the interest on said renewal note that is due and unpaid, and to pay the amount of the taxes and the amount of the premiums of insurance paid by the said COMMERCIAL STATE BANK, with interest thereon from the time the said taxes and said premiums were paid, and to pay the surplus to the said Helen S. Simmons and Jessie M. Simmons and in case payment should be made after advertisement under said power, then accrued expenses and only half commission shall be paid by the said mortgagors.

Witness our Hands and Seal.

Test:

Edgar H. McBride.

Helen S. Simmons (SEAL)

Jessie M. Simmons (SEAL)

State of Maryland, Frederick County, To-Wit:

I hereby certify, That on this 5th day of February, in the year 1915, before the subscriber, a Notary Public. in and for Frederick County, State of Maryland, personally appeared Helen S. Simmons, widow, and Jessie M. Simmons, unmarried and did each acknowledge the foregoing Mortgage to be their respective act and deed. And at the same time personally appeared before me Richard S.J. Dutrow, Cashier and Agent of the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth; and the said Richard S.J. Dutrow, Cashier and Agent of the aforesaid Bank, also made oath in due form of law, that he has not, nor has the said BANK required the Mortgagors, their Agent or attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he, nor will said BANK require any tax levied thereon to be paid by the Mortgagors, or any person for them during the existence of this mortgage, and he further made oath in due form of law that he is the Cashier and Agent of said BANK and duly authorized by said BANK to make this affidavit.

In testimony whereof I have hereunto set my hand and affixed my official seal in said County, on the day and date last above written.

Place of
Notarial
Seal

Ernest C. Webb.

Notary Public of the State of Maryland in and for
Frederick County.

My commission expires

For value received the Commercial State Bank of Frederick, Md., a body corporate, hereby assigns the within and a foregoing mortgage to Burwell H. Linthicum, without recourse.

Witness the signature of said Commercial State Bank of Frederick, Maryland, by its Vice-President, and its Corporate Seal hereunto affixed this 30th day of July, 1928.

Commercial State Bank of Frederick, Md.

Arthur H. Doll
Ass't Cashier

Place of
corporate
Seal

By Hammond Clary
Vice-President

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 30th day of July, 1928, before me the subscriber a Notary Public of the State and County aforesaid, personally appeared Burwell H. Linthicum and made oath in due form of law that he has not required the mortgagors their agent or attorney or any person