

and the interest thereon when due and payable or of any renewal note thereof when such renewal note shall mature, or the interest thereon when due and payable, or in the performance of any covenant herein contained on their part to be performed, the said Roger H. Geisbert and Bessie L. Geisbert, his wife, shall possess the said mortgaged premises as of their present estate therein.

And provided, that if default shall be made in the payment of the said promissory note at maturity or the interest thereon, when due and payable, or if renewed, default shall be made in the payment of any note given in renewal thereof when the same shall mature, or any interest thereon when due and payable, or if default shall be made in the performance of any covenant herein contained on the part of the said mortgagors to be performed, then it shall be lawful for Lester S. Birely, as trustee, or in case of his death or declining to execute said trust then any other trustee to be appointed by order of the Circuit Court for Frederick County, as a Court of Equity, in place of said deceased or declining trustee, consent being hereby given by the said Mortgagors, upon petition to be filed by the said Mortgagee to the said Court for the appointment of said trustee, to sell the property and premises hereby mortgaged at The Thurmont Bank, Frederick County, Maryland, by public auction for cash, after having first given at least twenty days notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said Trustee may think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending said sale, including commissions and reasonable counsel fees, and then to the payment of the promissory note aforesaid or renewals thereof with all interest due thereon, and the surplus, if any, to pay the same to the said Roger H. Geisbert and Bessie L. Geisbert, his wife, their heirs or assigns.

And the said Roger H. Geisbert and Bessie L. Geisbert, his wife, covenant, first, that they will keep an insurance on the buildings on the said mortgaged property to the extent of at least Two Hundred Dollars, and that they will have the policy so indorsed that in the event of a loss by fire the insurance shall be payable to the said Mortgagee as its interest may appear, and upon failure to pay any insurance premium when the same becomes due, the said Mortgagee is hereby authorized to pay the same and make it part of the aforesaid mortgage and chargeable against the property hereby mortgaged.

Second, That tey will pay the costs and counsel fees which The Thurmont Bank, its successors or assigns, may be charged for the collection of this debt, such costs and counsel fees to be considered part of the mortgage debt and chargeable against the property hereby mortgaged.

WITNESS OUR HANDS AND SEALS.

Test:

Earl T. Kelbaugh

Roger H. Geisbert (SEAL)

Bessie L. Geisbert (SEAL)

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 24 day of April, 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, peronslly appeared Roger H Geisbert and Bessie L. Geisbert, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time personally appeared John G. Jones of the Thurmont Bank, Mortgagee, and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth; and also made oath in due form of law that the said "The Thurmont Bank" or he as its Cashier and agent, has not required the mortgagors or either of them, their, his or her agent, or attorney, or any person for the said mortgagors or either of them, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said mortgagee, or he as its Cashier and Agent, require any tax levied t thereon to be paid by the said mortgagors, or either of them or any person for them during the existence of this mortgage; and the said John G. Jones, further made oath in due form of law that he is the Cashier and agent of the said "The Thurmont Bank" of Thurmont, mortgagee, and