

of even date herewith by Sallie A. Fleming and John E. Fleming, her husband payable six months after date and made payable to the said FRANKLIN SAVINGS BANK, OF FREDERICK, or order, or any renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

And the said Sallie A. Fleming and John E. Fleming, her husband covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said FRANKLIN SAVINGS BANK, OF FREDERICK, and to pay all taxes on the Real Estate hereby conveyed. and they further covenant that should they fail in paying the said taxes and the premiums for the said insurance and the said FRANKLIN SAVINGS BANK, OF FREDERICK, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property as though included in the first instance in the mortgage itself.

Provided, that if default shall be made by the said Sallie A. Fleming and John E. Fleming her husband, in the payment of the said promissory note at maturity, or of any renewal thereof at maturity, or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for George W. Heinlein, Secretary of said Bank, or the Assignee of this Mortgage, to enter and possess and sell the said mortgaged premises at the Court House Door in 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 thereon, that is due and unpaid, or to the payment of the last renewal note 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 SAVINGS BANK with interest thereon from ^{the} time the said taxes and said premiums were paid, and to pay the surplus to the said Sallie A. Fleming her heirs and assigns 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 seals.

Test: Geo. W. Heinlein

Sallie A. Fleming (SEAL)

John E. Fleming (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 6th day of May in the year 1913, before the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Sallie A. Fleming and John E. Fleming, her husband and did each acknowledge the foregoing Mortgage to be their respective act. and at the same time personally appeared before me, Clayton O. Keedy, Attorney and Agent of the said FRANKLIN SAVINGS BANK, of Frederick, 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 Clayton O. Keedy, Attorney 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 of 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 Attorney and Agent of said BANK and duly authorized to make this affidavit.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal in said county on the day and date last above written.

Place of
Notarial
Seal

George W. Heinlein
Notary Public