

expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a counsel fee of sixty dollars and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having <sup>equity</sup> jurisdiction in the State of Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not, and the surplus, (if any there~~be~~) shall be paid to the said mortgagors, their heirs, personal representatives or assigns, or whoever may be entitled to the same;

And it is agreed that in the event of the property hereby mortgaged is advertised for sale under the powers herein granted, and it is thereafter desired to redeem said mortgage prior to the day of sale, there shall then be paid, as a condition of said right of redemption at such time, not only the mortgage debt and interest, but also all costs and expenses properly incurred, including a counsel fee, as above stated, and one half the commissions usually allowed trustees making sales of real estate in equity.

And it is agreed, that upon any default in any agreement, covenant, or condition of this mortgage, the said mortgagee, its successors or assigns, shall be entitled, without notice to the said mortgagors, their heirs personal representatives or assigns, to the immediate appointment of a receiver for the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and upon such default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the said mortgagee, its successors and assigns as additional security.

And it is agreed, that the said parties of the first part their heirs, personal representatives and assigns, shall have the privilege of prepaying the mortgage debt, hereby secured, with all interest and other charges, and obtaining a release of this mortgage at any time before maturity hereof, and before default hereunder, upon payment of the entire mortgage debt, interest and other charges to the date of such prepayment, together with a bonus of one per cent on the entire amount due as aforesaid, as a condition for the exercise of this privilege.

And the said parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured in some good company, satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and twenty dollars, and to cause the policies to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policies to the said mortgagee, its successors or assigns; that they will pay the premiums of insurance as they become due and payable.

And it is agreed that the said mortgagee, its successors and assigns, may deduct from the payments made to it or them under this mortgage, an amount of money sufficient to pay the contributions sufficient to secure such an amount of insurance upon the life of the said Alden W. Oakes under the natural death feature of the Relief Department of the Baltimore and Ohio Railroad Company, as will equal the amount due from the said parties of the first part to the said Mortgagee, at any time, which insurance the said parties of the first part have agreed with the said mortgagee to maintain for its security in the manner set out in the agreement, providing for the maintenance of said insurance, by providing that this mortgage shall, in the event of the death of Alden W. Oakes be purchased by his beneficiary by the use of the death benefits and be held by the purchaser as security. The said Mortgagee, its successors or assigns may also if it so elects, deduct from said payments, from time to time, such sums of money, as may be necessary to pay all taxes, assessments, ground rent, liens, public dues or other