

FIRST: That, if the said Lucinda B. Gue and Earl H. Gue, her son, their Executors, Administrators or assigns, shall pay the aforesaid promissory note, at maturity, together with the interest thereon, unto the said Gilmore R. Flautt his Executors, Administrators or assigns, or any renewal of said note, in the event the same is renewed, with all accrued interest thereon, according to the tenor of said note, and shall also perform the covenants herein, then this mortgage shall be void.

SECOND: That until default is made in the payment of said note, or interest, the Mortgagors shall possess the mortgaged premises as of their present estate therein.

THIRD: That said Mortgagors hereby covenant that they will, during the continuance of this mortgage, keep the buildings on said mortgaged premises fully insured in the minimum sum of One Thousand (\$1000.00) Dollars, against loss or damage by fire, and that they will cause the policy or policies of such insurance to be so framed or endorsed in such manner, as shall cause the proceeds thereof, to inure to the benefit of the Mortgagee, or his assigns, to the extent of his lien or claim under this mortgage, in the event of loss or damage by fire.

FOURTH: That if the said Mortgagors fail to pay the premiums on said insurance policies, as well as all taxes and public charges levied against said property, and the Mortgagee pays the same, the amount so paid by said Mortgagee 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 herein 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 any of the covenants contained in this mortgage, then in either of said events, it shall be lawful for the said Gilmore R. Flautt his personal representatives or assigns, to sell, at public auction for cash, the mortgaged premises in front of the Court House Door, in Frederick City, Frederick County, 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 a reasonable counsel fee 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 Lucinda B. Gue, and Earl H. Gue, her son, their heirs or assigns.

WITNESS our Hands and Seals.

WITNESS:

Lucinda B. Gue (SEAL)

Ernest Helfenstein, Jr.

Earl H. Gue (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, SCT:

I hereby certify that on this 3rd day of May, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, aforesaid, personally appeared Lucinda B. Gue and Earl H. Gue, her son, the within named Mortgagors, and did each acknowledge the foregoing Mortgage to be their respective act.

And at the same time before me, also personally appeared Gilmore R. Flautt, the aforementioned Mortgagee, 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.

Ernest Helfenstein, Jr.

Notary Public

