

City, its successors and assigns in fee simple.

Provided that if the said parties of the first part their heirs, personal representatives or assigns, shall pay to the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, the said sum of Twenty six hundred and nineteen dollars and ninety five cents; with interest thereon, at the rate of six per cent, per annum in monthly installments of at least Thirty nine Dollars and thirty cents, including interest beginning for the first installment thereof on the last day of August 1928, and shall make no default in any agreement, covenant or condition of this Mortgage, then this Mortgage shall be void.

And it is Agreed that until default be made in any agreement, covenant or condition of this Mortgage (but not thereafter), the said parties of the first part their heirs, personal representatives and assigns, shall have possession of the property above described, upon paying in the meantime the monthly installments above mentioned, and all taxes, assessments, ground rent, public dues and charges, levied or assessed or to be levied or assessed on the said mortgaged property, or on the mortgage debt or interest, which entire mortgage debt and interest, taxes, assessments, ground rent, public dues and charges, the said parties of the first part for themselves, their heirs, personal representatives and assigns covenant to pay when legally due, and upon payment thereof to exhibit the receipted bills therefor to the said The Real Estate and Improvement Company of Baltimore City, or its agent at its place of business.

And it is further Agreed, that in the event of three of the above mentioned monthly installments being due and unpaid, or of default in any agreement, covenant or condition of this Mortgage, the entire mortgage debt intended to be hereby secured, shall be deemed to be due and demandable and it shall be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, or William M. Kennedy of Baltimore City, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest, taxes, ground rent and other charges advanced, as hereinafter stated, and all costs incurred in making such sale, including counsel fees and commissions, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs personal representatives and assigns, which sale shall be made in the manner following, viz.: Upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, and such other notice as by the said Mortgagee, its successors or assigns or Attorney, may be deemed 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 commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Second, to the payment of all claims of the said 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.