

(now called Delaware Avenue); thence southerly by and with the west side of said First Avenue (now called Delaware Avenue), thirty-seven and fifty one-hundredths (37.50) feet to the place of beginning. Being a portion of lots numbers seventy six (76) and seventy seven (77) on the plat of Potomac Heights, prepared by William C. Humm, dated August 31st 1908, and recorded in Plat Book S.T.H., Folio 28, one of the Land Records of Frederick County.

Being the same property conveyed unto the said McKinley H. Barger and Mary M. Barger, his wife, by Charles B. Karn and Lula V. Karn, his wife, by deed dated and recorded prior hereto among the Land Records of Frederick County aforesaid.

TOGETHER with the improvements thereon, and the rights, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said The Real Estate and Improvement Company of Baltimore 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 Three thousand dollars, with interest thereon, at the rate of six per cent. per annum, in monthly installments of at least Thirty dollars, including interest, beginning for the first installment thereof on the last day of June 1926, 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 agents 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: