

said mortgaged premises at the Court House door in Frederick City, Frederick County, Maryland, at Public Auction for cash, after first giving at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted in some newspaper published in Frederick County, once a week for three successive weeks prior to the day of sale, and the proceeds of sale shall be applied as follows:-First, to the payment of all costs, charges and expenses of sale, including reasonable counsel fees and such commissions to the person making such sale as are usually allowed Trustees for making sales of real estate in Equity, Secondly:- to the payment in full of the said promissory note, or any renewal or renewals thereof, together with all the interest due thereon up to the time of payment, whether the same shall have matured by the terms thereof or not, and the surplus, if any, shall be paid to the said Harvey L. Hargett and Mazie E. Hargett, his wife, or their assigns.

And the said Harvey L. Hargett and Mazie E. Hargett, his wife, hereby covenant that they will cause the buildings on the said mortgaged premises to be insured from loss by fire, wind and tornado in some safe and reliable insurance company in a sum not less than Thirty-eight Hundred dollars, that they will during the continuance of this mortgage keep the same insured, pay the premiums thereon, and assign the policy of insurance to the said Samuel H. Rosenstock as a further and additional security for the payment of the said mortgage debt, and the said mortgagors further covenant that should initial proceedings be taken for the sale of the said mortgaged property under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including reasonable counsel fees and one-half commissions upon the amount of the debt and interest thereon in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt hereinmentioned, and paid by them the said mortgagors as part of said indebtedness.

WITNESS OUR HANDS AND SEALS.

TEST.

Harvey L. Hargett (SEAL)

Edward D. Shriner, Jr.

Mazie E. Hargett (SEAL)

State of Maryland, Frederick County, To Wit:-

I hereby certify that on this 18th day of January in the year Nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County aforesaid, duly commissioned and qualified, personally appeared Harvey L. Hargett and Mazie E. Hargett, his wife, the within named mortgagors, and did each acknowledge the foregoing mortgage to be their respective act;-and at the same time before me, did also personally appear Samuel H. Rosenstock, the said mortgagee, and made oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth, and did also make oath in due form of law that he has not required the mortgagors, their agent or 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 require any tax levied thereon to be paid by the said mortgagors or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Place of  
Notarial  
Seal

Edward D. Shriner, Jr.

Notary Public

For value received and for purpose of foreclosure I hereby assign the above and foregoing Mortgage to Albert S. Brown and constitute and appoint said Albert S. Brown my duly constituted Attorney for said purpose of foreclosure of said Mortgage.

Witness my Hand and Seal this 12th day of June A. D. 1935.

Witness: Arthur V. Myers

Samuel H. Rosenstock (SEAL)