

PROVIDED that if the said mortgagor shall pay or cause to be paid the aforesaid note, according to the tenor thereof, together with all renewals, or replacements thereof, in whole or in part, and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagor, his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on the hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagor, for himself and for his heirs, executors and assigns, do hereby covenant to pay when legally demandable; but if default be made in the payment of said debt or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, or Lester S. Birely, its Trustee, or its assigns at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which sales shall be made in the manner following, to-wit:- Upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed and published in Frederick County, Maryland, which time, place, manner and terms of sale shall be fixed by the mortgagee, or party selling, 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 all taxes assessed on the property hereby mortgaged, and commissions to the party making the sale of said property, equal to the commissions allowed trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County, sitting in Equity, and a reasonable counsel fee, secondly to the payment of all claims of the said mortgagee, and its assigns, under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagor, his heirs and assigns, or to whoever may be entitled to receive the same, and

IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commissions above provided computed on the amount of the debt hereby secured and remaining unpaid, together with a reasonable counsel fee, expenses of advertising, and other legal costs, and the said mortgagor for himself and for his heirs, executors, administrators and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land, to the amount of at least Two Thousand One Hundred (\$2,100.00) Dollars and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire to enure to the benefit of said mortgagee, its personal representatives and assigns, to the extent of its or their claim or lien hereunder.

WITNESS MY HAND AND SEAL:

Test: Earl T. Kelbaugh.

Russell J. Matthews (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:-

I hereby certify that on this 9th day of October, A. D. 1934, before the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared Russell J. Matthews, unmarried, and did acknowledge the above and foregoing mortgage to be his act. And at the same time before the subscriber, also personally appeared John G. Jones, Cashier of The Thurmont Bank, a body corporate, and made oath in due form of law the consideration