thereof, when such renewal note shall mature and be payable together with all interest thereon when due and payable and shall pay the taxes levied or assessed on the properties hereby mortgaged and shall perform all the covenants herein contained, then this mortgage shall be void.

And provided, that until default be made in the payment of the said promissory note at maturity and the interest thereon when due and payable or of any renewal note thereof when such renewal note shall mature or the interest thereon when due and payable, or in the performance of any covenant herein contained on their part to be performed, the said John Miller and Anna Miller, his wife, shall possess the said mortgaged premises as of their present estate therein.

And provided, that if default shall be made in the payment of the said promissory note at maturity or the interest thereon, when due and payable, or if renewed, default shall be made in the payment of any note given in renewal thereof, when the same shall mature, or any interest thereon when due and payable, or if default be made in the performance of any covenant herein contained on the part of the said mortgagors to be performed, then it shall be lawful for Lester S. Birely, as trustee, or in case of his death or declining to execute said trust, then any other trustee to be appointed by order of the Circuit Court of Frederick County, as a Court of Equity, in place of said deceased or declining trustee, consent being hereby given by the said mortgagors, upon petition to be filed by the said Mortgagee to the said Court, for the appointment of said Trustee, to sell the property and premises hereby mortgaged, at The Thurmont Bank, in Thurmont, Frederick County, Maryland, by public auction for cash, after having first given at least twenty days notice of such sale, inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee may think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending said sale, including commissions and reasonable counsel fees, and then to the payment of the promissory note aforesaid, or renewals thereof, with all interests due thereon, and the surplus, if any, to pay the same to the said John Miller and Anna Miller, his wife, their heirs and assigns.

And the said John Miller and Anna Miller, his wife, covenant first, that they will keep an insurance on the buildings on the said mortgaged property to the extent of at least Four Thousand Dollars, and that they will have the policy or policies so indorsed that in the event of a loss by fire the insurance shall be apyable to the said Mortgagee as its interest may appear, and upon the failure to pay any insurance when the same becomes due, the said Mortgagee is authorized to pay the same and make it part of the aforegoing mortgage and chargeable against the property hereby mortgaged.

Second, that they will pay the costs and counsel fees which The Thurmont Bank, its successors or assigns may be charged for the collection of this debt, such costs and counsel fees to be considered part of the mortgage debt and chargeable against the property hereby mortgaged.

WITNESS OUR HANDS AND SEALS.

Test: Earl T. Kelbaugh

John Miller (SEAL)

Anna Miller (SEAL)

State of Maryland, Frederick County, to-wit;

I hereby certify that on this 24th day of March, in the year Nineteen Hundred and Twenty-Six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared John Miller and Anna Miller, his wife, and did each acknowledge the aforegoing mortgage to be their respective act; and at the same time personally appeared John G. Jones, Agent and Cashier of The Thurmont Bank, a body corporate, Mortgagee, and made oath in due form of law that he has not required the mortgagors, their agent or attorney, or any person for them said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the Mortgagors, or any person for them, to pay the tax