

particularly described by metes and bounds, courses and distances as the second parcel in the deed aforesaid, containing ten and one fourth ($10\frac{1}{4}$) square perches of land, more or less, subject, however, to the operation and effect of a deed from Daniel M. Miller, et. al. and the said Howard J. Lewis and Gertrude C. Lewis, his wife, to Clarence R. Webber and Mary L. Webber, his wife, bearing date on the 18 day of February, 1924 and recorded in Liber No. 346, folio 544, one of the Land Records of Frederick County, which was executed for the purpose of definitely locating the division line between the property of Howard J. Lewis hereby conveyed and the property conveyed by that deed. Together with all the rights, ways, roads, waters, privileges and appurtenances thereunto belonging, or in anywise appertaining.

Being the same property conveyed unto the said Robert F. Moore and Ila L. Moore, his wife, by Howard J. Lewis and Gertrude C. Lewis, 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 parcels 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 Twenty five hundred and eighty five dollars and eighty five cents, with interest thereon, at the rate of six per cent. per annum, in monthly installments of at least Twenty five dollars and ninety cents, including interest beginning for the first installment thereof on the last day of December 1929, 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 no 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