

That on the 24th day of April, 1934, Edward Earl Lee and Emma Irene Lee, his wife, being indebted unto Home Owners' Loan Corporation by their promissory note of even date in the sum of two thousand nine hundred twenty-one dollars and sixty-three cents (\$2,921.63), payable in monthly instalments of twelve dollars and seventeen cents (\$12.17) each from the date of the said note until June, 1936, and thereafter in monthly instalments of twenty-seven dollars and one cent (\$27.01) each, as will appear by reference to said note, and for better securing the payment thereof, the said Edward Earl Lee and Emma Irene Lee, his wife, executed their mortgage deed to said Home Owners' Loan Corporation, which said mortgage bore even date with said note and was duly recorded in Liber 392, folio 57 etc., one of the Land Records of Frederick County, Maryland.

That by said mortgage said mortgagors conveyed unto the said mortgagee all that lot of ground situate in Frederick County, State of Maryland, and described as follows, that is to say:

All that piece or parcel of ground situate in Brunswick, County and State aforesaid, and more particularly described as follows: BEGINNING at a point on the North side of Brunswick Street 240 feet westerly measured along the North side of Brunswick Street from the Northwest corner of Brunswick Street and Fourth Avenue and running westerly along the North side of Brunswick Street 40 feet to a point thence North 34 degrees East 150 feet to the South side of a roadway or alley, thence South 56 degrees East along the South side of said roadway or alley 40 feet to a point thence South 34 degrees West 150 feet to the place of beginning, being Lot No. 40 as shown on the Plat of J. P. Karn and Brother's First Addition to Brunswick, Maryland, bearing date of the 13th day of December 1921, prepared by W. C. Humm, surveyor, and recorded in Plat Book S. T. H., folio 129, one of the Land Records of Frederick County. It being the same property as conveyed to Edward Earl Lee and Emma Irene Lee, his wife, by Lawrence S. W. Harrison and Mildred M. Harrison, his wife, by deed dated May 23, 1928, and recorded in Liber 366, folio 607, one of the aforesaid Land Records.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

That the said Edward Earl Lee and Emma Irene Lee, his wife, covenanted with the said Home Owners' Loan Corporation, among other things, to pay the mortgage debt and all interest thereon accrued, when and if the same was due and payable as therein provided, and they further covenanted and agreed to pay all taxes and assessments, levies, public dues and charges of every kind, levied or assessed on the mortgaged property when legally demandable, and further covenanted to keep all buildings erected and to be erected upon said property insured against loss or damage by fire or other contingency in an amount approved by the mortgagee.

That in said mortgage it was, among other things, provided that in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for payment of the same, and said default should continue for ninety days, or in default of any agreement, covenant or condition in said mortgage, then the entire mortgage debt should be deemed due and demandable at the option of the mortgagee and it should be lawful for the mortgagee or its assigns, or John I. Rowe and Joseph D. Mish, or either of them, at any time after such default to sell the mortgaged property or so much thereof as might be necessary to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Article 66, Sections 6 to 10 of the Maryland Code, Public General Laws or any other General or Local Laws relating to mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale should be made in the manner following, viz.,