

thence in a Southwesterly direction 525 feet to a marked post or pin, with a twelve foot roadway additional added thereto, (and with a right of way over a twelve foot roadway about the middle part thereof leading to the Monocacy River for the use of the parcel of land hereby conveyed), thence in a Northwesterly direction 383 feet to a marked post or pin, thence in a Northeasterly direction 63 feet to the place of beginning, and containing four acres of land, more or less; and being a part of the same real estate as described in the second tract of land named in the deed from Alvie M. Etzler and Bertie I. Etzler, his wife, to Charles S. Houck, Senior, dated April 25th, in the year 1931, and recorded in Liber 382, folio 313, etc., one of the Land Records of Frederick County, Maryland; and all that tract of land that was conveyed unto the mortgagors herein and the late Reno B. Poffinberger, now deceased, by a certain Charles S. Houck Senior, and Virginia E. Houck, his wife, by deed dated December 31, 1932, and recorded in Liber 386, folio 506, one of the Land Records of Frederick County, Maryland.

PROVIDED, that if the said principal sum of money loaned aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void; and

PROVIDED, that until default is made in the payment of said note or interest, the mortgagors shall possess the mortgaged premises as of their present estate therein.

And the said Margie E. Poffinberger, widow, John D. Mause and Viola C. Mause, his wife, covenant and agree with the said M. J. Grove Lime Company, Inc.

1. That they will pay the indebtedness as hereinbefore provided.
2. That they will, during the continuance of this mortgage, keep the buildings on said mortgaged premises, fully insured against loss or damage by fire, and that they will cause the policy or policies to be so framed or indorsed, as shall cause the proceeds thereof to inure to the benefit of the mortgagee, or its assigns, to the extent of its lien or claim under this mortgage, in the event of loss or damage by fire,
3. That if default should be made by the said Margie E. Poffinberger, widow, John D. Mause and Viola C. Mause, his wife, in the payment of the said promissory note at maturity, or any renewal thereof at maturity, or if default shall be made in the performance of any of the covenants in this mortgage, then it shall be lawful for the said M. J. Grove Lime Company, Inc., or its assigns, to enter and possess and sell the same mortgaged premises, at public auction, for cash, according to the provisions of law, and to apply the proceeds to the payment of the mortgage debt and interest, after the payment of all necessary costs, and pay the balance to Margie E. Poffinberger, widow, John D. Mause and Viola C. Mause, his wife, as their interest may appear.

WITNESS OUR HANDS AND SEALS the day and year first above written.

Witness:

E. A. James

John D. Mause (SEAL)

Viola C. Mause (SEAL)

Margie E. Poffinberger (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, SCT:

I hereby certify that on this 21st day of December, 1935, before me, the subscriber, a Notary Public, duly commissioned and qualified, in and for the State and County, aforesaid, personally appeared Margie E. Poffinberger, widow, John D. Mause and Viola C. Mause, his wife, the within named Mortgagors and did acknowledge the foregoing Mortgage to be their respective act.

And at the same time perconsllly appeared Wm. J. Grove, President and Treasurer, of said M. J. Grove Lime Company, Inc., 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 the said Wm. J. Grove, of said M. J. Grove Lime Company, Inc., did also make oath, in due form of law, that he is the