

by the terms thereof or not and it shall then be lawful for Thomas H. Haller or in the event of his death, declination or inability from any cause, then for Albert S. Brown as trustee, or in case of their, or his death, or declining to execute said trust, then for any other trustee, to be appointed by order of the Circuit Court for Frederick County, as a Court of Equity, in place of said deceased or declining trustee, consent hereby given by said mortgagors, upon petition to be filed by said mortgagee to the said Court, for the appointment of such trustee, to sell the said mortgaged premises, at the Court House door in Frederick City, Md., at Public Auction for, one-half cash, and the balance in six months, with interest from the day of sale, first giving notice of the time, place, manner and terms of sale, by advertisements inserted in one or more newspapers published in Frederick County, at least once a week for three successive weeks prior to the day of sale, and apply the proceeds of the sale thereof, as follows: First, to the payment of all expenses attending said sale, including the usual chancery commissions to the person making said sale and reasonable Counsel fees: Secondly, to pay all money due to the said Association by said delinquent on account of said redemption with interest thereon to date of payment of mortgage debt under the terms hereof, and the surplus, if any, shall be paid the said Richard Powers and Leah J. Powers his wife or his, her or their executors, administrators or assigns.

And it is further covenanted and agreed that whenever a Trustee shall advertise the above and foregoing mortgaged land and premises in foreclosure of the above and foregoing mortgage and the said mortgagors shall pay the amount due under the provisions of the mortgage before the sale, the said Mortgagors shall pay to the Trustee advertising said sale one half commissions on the amount due in addition to all expenses incurred, including one reasonable counsel fee, in the matter of advertising said mortgaged property for sale.

WITNESS our Hands and Seals.

TEST:

Arthur V. Myers.

Richard Powers (SEAL)

Leah J. Powers (SEAL)

State of Maryland, Frederick County, to-wit:

I HEREBY CERTIFY, that on this 9th day of May in the year nineteen hundred and thirty three before me, the subscriber, a Notary Public of said State in and for said County duly commissioned and qualified, personally appeared Richard Powers and Leah J. Powers his wife mortgagors in the above and foregoing mortgage and did each acknowledge the foregoing deed of mortgage to be their respective act. And at the same time, before me did also personally appear Thomas H. Haller, the President of said Building Association, the mortgagee, 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 that he is the President and Agent of said Association and authorized to make said affidavit:--And did make oath in due form of law that the said Association has not required the mortgagors their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will it require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Place of
Notarial
Seal

Arthur V. Myers

Notary Public

STATE OF MARYLAND,

FREDERICK COUNTY, to-wit:--

I hereby certify that the foregoing is a true copy of the Original Mortgage From Richard Powers and Wife to Frederick Building Association as Recorded in Liber 387 Folio