

tax levied or assessed upon the property hereby mortgaged, and shall perform all the covenants herein contained, then this mortgage shall be void; but in case of default in any of said covenants, then this whole debt shall become immediately due, and the said Thomas C. Hays, his heirs or assigns shall have the right to enter upon take possession of and sell said lands, after giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland on terms as the party making such sale may determine, and out of the proceeds of such sale to pay all expenses and the usual equity commissions for selling, then pay off the mortgage debt aforesaid, principal and interest, and the residue, if any, to the said William S. Walter, Henry L. Scott and Sadie Scott.

And the said William S. Walter, Henry L. Scott and Sadie Scott, do hereby each covenant FIRST, that they will pay to the said Thomas C. Hays, his heirs or assigns the said sum of six thousand dollars (\$6000) on or before the first day of April A. D. 1921, together with the interest thereon annually at the rate of six per cent.

SECOND, that they will keep an insurance on the buildings on the properties hereby mortgaged to the extent of at least three thousand dollars, (\$3000.00), and that they will have the policy or policies so endorsed that in the event of loss the insurance shall be payable to the said Mortgagee as his interest may appear, and upon failure to pay any interest premium when the same, becomes due, the said mortgagee is authorized to pay the same and make it part of the aforesaid mortgage debt and chargeable against the property hereby mortgaged.

THIRD, that they will pay all costs and counsel fees which the said Thomas C. Hays, his heirs or assigns may be charged for the collection of this debt, such costs and counsel fees, to be considered as part of this mortgage debt and chargeable against the property hereby mortgaged.

Witness our hands and seals.

Test:

M. F. Shuff

W. S. Walter (SEAL)

Henry Scott (SEAL)

Sarah Scott (SEAL)

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 1st day of April A. D. Nineteen Hundred and Nineteen, before me, the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, aforesaid, personally appeared William S. Walter, Henry L. Scott and Sadie Scott his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed; and at the same time came Thomas C. Hays and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and the said Thomas C. Hays, did also make oath in due form of law that he 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 he require any tax levied thereon to be paid by the Mortgagors or any person for them during the existence of this mortgage.

M. F. Shuff J.P.

For value received, I, James T. Hays, Administrator of Thomas C. Hays, deceased, and pursuant to an Order of the Orphans Court of Frederick County, passed May 13, 1935, do hereby and herein assign all right, title and interest of Thomas C. Hays, in and to the above mortgage unto Minnie E. Hays.

Witness my hand and seal this 18th day of May, 1935.

James T. Hays (SEAL)

Administrator of Thomas C. Hays, deceased.

Witness: D. F. Geisey