

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 33 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 those pieces or parcels of land situate, lying and being in the town of New Market, County and State aforesaid, and more particularly described as follows: First: All that Eastern half of front lot No. 32 situated on the North side of Main Street in said town of New Market, in that portion of the town commonly called Hall's part of said town, and also the whole of back lot No. 99 situated on alley No. 5, also a strip of land 13 feet wide immediately adjoining said lot No. 32 and said Lot No. 99, being the Western parts of Lots Nos. 31 and 98 in said town. Second: All that lot of ground, being the Western half of said lot No. 32 on the plat of said town of New Market, being 2 perches front and 10 perches in depth, adjoining the fifth alley in New Market. It being the same property as conveyed to Bayard C. Burgess and Margaret E. Burgess, his wife, by John S. Newman, Trustee, by deed dated January 17, 1923, and recorded in Liber 342, folio 97, one of the Land Records of Frederick County.

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 Bayard C. Burgess and Margaret E. Burgess, 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., upon giving twenty days' notice of the time, place, manner and terms of sale in a newspaper printed in Frederick County, and such other notice as by the said mortgagee or its assigns might be deemed expedient; and in the event of a sale of said property under the assent to decree or powers thereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars (\$25.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State