

NOW THEREFORE, in consideration of the premises, and the sum of One Dollar, current money, paid by said The Frederick-Town Savings Institution, to the said Earl N. Davis and Marie Alice Davis, his wife, and William J. Davis and Gladys J. Davis, his wife, before the delivery of this Mortgage, the receipt of which is hereby acknowledged, we, the said Earl N. Davis and Marie Alice Davis, his wife, and William A. Davis and Gladys J. Davis, his wife, do hereby grant in fee simple to the said The Frederick-Town Savings Institution, all the following described pieces and parcels of land, together with the buildings and improvements thereon, and the rights and ways thereunto belonging, situated in Frederick County, State of Maryland, and described as follows: All that parcel of land situated, lying and being in New Market District, in Frederick County, Maryland, and being the same real estate described in the Deed from John Davis, et al., Trustees of "Bartonsville Tabernacle of Galilean Fisherman Lodge No. 757, of Frederick County, Maryland," to Galilean Fisherman Club of Frederick County, Maryland, Incorporated, dated July 19th, in the year 1923, and recorded in Liber No. 344, at folios 388, one of the Land Records of Frederick County, Maryland; -and being the same real estate described in the Deed from Jacob Rohrback, Assignee of The FrederickTown Savings Institution, Assignee of J. William Cannon and Thomas J. Crum, partners trading as Cannon and Crum, Mortgagees of Galilean Fisherman Club of Frederick County, Maryland, Incorporated, Mortgagor, to Earl N. Davis and William A. Davis, dated January 13th, in the year 1936, and intended to be recorded on the same day as, but prior to the recording of this Mortgage, in the office of the Clerk of the Circuit Court for Frederick County, Maryland, among the Land Records thereof.

PROVIDED, if the said mortgagors, their heirs or executors, administrators, or assigns, shall pay to the said The FrederickTown Savings Institution, or order, the single bill aforesaid, at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable and keep all the covenants herein on the part of said mortgagors agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the single bill aforesaid at maturity, or of any renewal thereof when such renewal shall mature and be payable, or until default be made in any covenant herein contained, the said mortgagors shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, That if default shall be made in the payment of the single bill aforesaid at maturity, or if renewed, default shall be made in the payment of any renewal thereof, when the same shall mature and become payable, then it shall be lawful for Jacob Rohrback, of Frederick, Maryland, or in the event of his death, declination, or inability from any cause, then for J. Marshall Miller, of Frederick, Maryland, 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 the said deceased or declining trustee, consent being hereby given by the said mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said The Frederick Town Savings Institution, to sell the said property and premises hereby mortgaged, at the Court House door, in Frederick City, Md., or on the mortgaged premises at the election of the person authorized to sell, by public auction, for cash, after having given at least three successive weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the single bill aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any,