

even date herewith, payable to the said Central Trust Company of Maryland, or order, six months months after date; and for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may, from time to time, be given hereafter in renewal of the same, or any part thereof, have agreed to execute this mortgage.

Now, therefore, in consideration of the premises and of the sum of One Dollar paid by the said Central Trust Company of Maryland unto the said Victor Misner and Ida May Misner, his wife, the receipt of which is hereby acknowledged, the said Victor Misner and Ida May Misner, his wife, do grant in fee simple to the said Central Trust Company of Maryland all the following described pieces or parcels of land situate, lying and being in Frederick County, State of Maryland, to wit:--First, all that piece or parcel of land located in Thurmont District, in said County and State, and being a part of "The Re-Survey of Buck Forest", containing in all 105 acres of land, more or less, and being all the same real estate which was conveyed unto the said Victor Misner and Ida May Misner, his wife, by William F. Fisher, by deed dated March 29th, 1927, intended to be recorded among the Land Records of Frederick County prior to or simultaneously with the recording of these presents.

2. All that pieces or parcel of land situate, lying and being in said county and state, containing in all 36 3/8 acres of land, more or less, and being all the same real estate which was conveyed unto the said Victor Misner and Ida May Misner, his wife, by Almedia Baker, by deed dated March 16, 1917, and recorded in Liber 322, folio 107, one of the Land Records of Frederick County.

Together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

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 be made in the premises, the said Victor Misner and Ida Mae Misner, his wife, their personal representatives or assigns shall possess the mortgaged premises as of their present estate therein.

And provided, that if default shall be made in the payment of the said principal or interest in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall there upon be deemed due and payable, and it shall be lawful for Emory L. Coblentz and Charles McC. Mathias or the survivor of them, as trustees, 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, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors upon a petition to be filed by the said mortgagee to said court for the appointment of such trustee,) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick, Maryland, by public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual chancery commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said Victor Misner and Ida Mae Misner, his wife, their personal representatives or assigns.