

to said Home Owners' Loan Corporation, which said mortgage bore even date with said note and was duly recorded in Liber 392, folio 131 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:

Being designated as Lot A on Plat of Property to be conveyed to J. M. Goodman by C. B. Michael, prepared by Emory C. Crum under date of September 1, 1926, revised October 6, 1926, and recorded in the Land Records of Frederick County, Maryland. Said tract or parcel of land being a part of that conveyed to Charles B. Michael by Howard M. Jones and Mabel C. Jones, his wife, and Walker N. Jolliffe and L. Vinton Jolliffe, his wife, by deed dated January 16, 1913, and recorded in Liber H. W. B. 302, folio 496, one of the Land Records of Frederick County, Maryland. It being the same property as conveyed by Charles B. Michael, unmarried, unto Ray A. Michael and Louyse M. Michael, his wife, by deed dated April 24, 1929, and recorded in Liber No. 370, folio 295, another of the aforesaid Land Records.

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 Ray A. Michael and Louyse M. Michael, 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 of Maryland; secondly, to the payment of all claims of the mortgagee under this mortgage, whether the same shall have matured or not, and the surplus (if any) should be paid to the said mortgagors,