

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, 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 M. Jolliffe and L. Vinton Jolliffe, his wife, by deed dated January 16, 1913, and recorded in Liber H. W. _ 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.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple forever.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all