

either one of them at the time limited for the payment of the said money, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the Farmers & Mechanics National Bank of Frederick, a body corporate, Trustee, in No. 12,937 Equity, in the Circuit Court for Frederick County, or Frank L. Stoner, its Agent and Attorney, or its assigns at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which said sales shall be made in the following manner, to-wit: Upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed and published in Frederick County, Maryland, which time, place, manner and terms of sale shall be fixed by the mortgagee or party selling, and in the event of a sale of said property under the power hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to said sale, including the taxes assessed on the property hereby mortgaged, and commissions to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County, in Equity, and a reasonable counsel fee, secondly, to the payment of all claims of the said mortgagee, its assigns under this mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the mortgagors, their successors or assigns, or to whoever may be entitled to receive the same; and

IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commissions above provided, computed on the amount of the debt hereby secured and remaining unpaid, together with a reasonable counsel fee, expenses of advertising and other legal costs, and the mortgagors for themselves and for their successors and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND (\$3000.00) DOLLARS, to cause the policy to be effected thereon, to be so framed or endorsed as in case of fire to enure to the benefit of said mortgagee, its assigns to the extent of its or their claim or lien hereunder.

IN TESTIMONY WHEREOF WITNESS OUR HANDS AND SEALS ON THE DATE ABOVE WRITTEN.

WITNESS: Benjamin L. Shuff

John D. Mause (SEAL)

Viola C. Mause (SEAL)

Margie E. Poffinberger (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 19th day of July, 1935, before me, the subscriber, a Notary Public for the State of Maryland, in and for Frederick County, personally appeared John D. Mause, Viola C. Mause, his wife, and Margie E. Poffinberger, widow, and did each acknowledge the above and foregoing mortgage to be their respective act. At the same time also personally appeared C. Albert Gilson, Vice-President of the Farmers & Mechanics National Bank of Frederick, a body corporate, Trustee in No. 12,937 Equity, in the Circuit Court for Frederick County, and made oath in due form of law that the consideration mentioned and expressed in the foregoing mortgage is true and bona fide as therein stated, and that the Farmers & Mechanics National Bank of Frederick, a body corporate, Trustee in No. 12,937 Equity, in the Circuit Court for Frederick County, nor he as its Vice-President and Agent, has not required the mortgagors or either of them to pay the tax levied on the interest covenanted to be paid in advance, nor will the said mortgagee or he as its Vice-President and Agent require any tax levied thereon to