

(TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use, and benefit of the Maryland Title Securities Corporation, its successors or assigns, in fee simple forever.

PROVIDED that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-Two Thousand dollars, 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.

AND it is agreed that, until default be made in the premises, the mortgagors, their heirs, and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, 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 said mortgagee, its successors and assigns, or Louis Mitnick, its or their Attorney or agent, 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 incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed or published in Frederick County, and such other notice as by the said Mortgagee, its successors or assigns or said attorney may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of two hundred and fifty dollars 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 said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Frederick County in Equity, which said expenses, costs and commission and counsel fee the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby jointly and severally covenant to pay; and the said Mortgagee, its successors or assigns or Louis Mitnick, its or their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal