

wind, and that they will cause the policy or policies of such insurance to be so framed or endorsed as that in case of loss or damage the avails thereof shall inure to the benefit of the Mortgagees, or there assigns to the extent of their lien or claim under this mortgage.

THIRD: That the said Mortgagors will keep the property in repair, will pay all taxes and public charges against said property, and in the event they should fail to do so, then the amount of said taxes, as well as any insurance premiums that the said Mortgagors shall fail to pay shall become part of the mortgaged debt as though included therein in the first instance, this also to apply to repairs, if any, to the property that the Mortgagors fail to make to keep the property in good and tenantable condition.

FOURTH: That the said Mortgagors hereby covenant that they will not during the continuance of this mortgage cut or sell or permit to be cut or sold any timber or wood off of the said mortgaged premises without first getting the permission of the said Mortgagees in writing, excepting however down wood and dead wood for fire wood and general use on said mortgaged premises.

FIFTH: That if default shall be made in the payment of said promissory note or any renewal thereof, at maturity, or the interest thereon, or if default shall be made in any of the covenants of this mortgage, then it shall be lawful for the said Mortgagees, their personal representatives or assigns to sell the mortgaged premises in front of the Court House Door, in Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks prior notice of the time, place, manner and terms of sale, by advertisement in some one or more newspapers published in Frederick County, Maryland, at least once a week prior to the day of sale and to apply the proceeds of such sale to the payment, in the first place of all expenses attending said sale including reasonable counsel fees and the usual chancery commissions and then to the payment of this mortgaged debt and interest, and the surplus, if any, to the said Mortgagors, their heirs and assigns.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

Ernest Helfenstein, Jr.  
ERNEST HELFENSTEIN, JR.

Carl D. Perrin (SEAL)  
CARL D. PERRIN

Pearl M. Perrin (SEAL)  
PEARL M. PERRIN

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:-

I hereby certify that on this 20th day of March, 1942, before me, a Notary Public, in and for the State and County, aforesaid, personally appeared Carl D. Perrin and Pearl M. Perrin, his wife, the within named Mortgagors and duly acknowledged the foregoing Mortgage to be their act.

And at the same time before me, also appeared Gilmore R. Flautt and Ruth R. Flautt, his wife, the aforementioned Mortgagees, and made oath in due form of law that the consideration mentioned in the foregoing Mortgage is true and bona fide as therein set forth, and futher made oath that they have not required the Mortgagors, their agent or attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will they require any tax levied thereon to be paid by the Mortgagors or any person for them during the existence of this Mortgage.

Place of  
Notarial  
Seal

Ernest Helfenstein, Jr.  
ERNEST HELFENSTEIN, JR.

(NOTARY PUBLIC)

For value received we hereby assign the within and foregoing Mortgage under Benjamin B. Rosenstock, Esquire, for the purpose of foreclosure.

Witness our hands and seals this 14th day of June, 1943.

Witness Gilmore R. Flautt, Jr.  
Gilmore R. Flautt, Jr.

Gilmore R. Flautt (SEAL)  
Gilmore R. Flautt

Ruth R. Flautt (SEAL)  
Ruth R. Flautt

Assignment recorded June 14, 1943  
Test: Ellis C. Wachter, Clerk.