

1. All that real estate situate, lying and being in the village of Braddock Heights, in Middletown District, in the County and State aforesaid, and being all the same real estate which is more particularly described by metes and bounds, courses and distances, in a deed from Jennie A. Harbin and the Farmers and Mechanics National Bank to the said Harry L. Ebert, dated April 30, 1930, and recorded in Liber 374, Folio 278, one of the Land Records of Frederick County.

2. All that lot or parcel of land situate, lying and being on the East side of North Market Street, in Frederick City, in the County and State aforesaid, and being parts of lots Nos. 227 and 228 on the plat of Frederick County, together with the adjacent land and alley rights, and being all and the same property described by courses and distances in a deed from Emma I. Dertzbaugh to the said Harry L. Ebert and Mary Blanche Ebert, his wife, dated November 17, 1925, and recorded in Liber 356, Folio 39, one of the Land Records of Frederick County. This second parcel of land being conveyed in this mortgage is subject to two prior mortgages to the Central Trust Company of Maryland, Trustee, for a total sum of \$23,000.00.

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said principal sum of money loaned aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND PROVIDED, that until default be made in the premises, the said Harry L. Ebert and Mary Blanche Ebert, his wife, their personal representatives and assigns, shall possess the mortgaged premises as of their present estate therein.

AND PROVIDED, that if default shall be made in the payment of the said principal or interest, in whole or in part, when due or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall there upon be deemed due and payable, and it shall be lawful for the Central Trust Company of Maryland, or for Charles McC. Mathias, or Leslie N. Coblentz, or the survivor of them, as Trustees, or in case of their or his death or declining to execute said trust, then for any other trustee to be appointed by order of the Circuit Court for Frederick County, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors upon a petition to be filed by the said mortgagee to said court for the appointment of such trustee,) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick, Maryland, by public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancery commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said Harry L. Ebert and Mary Blanche Ebert, his wife, their personal representatives or assigns.

And the said Harry L. Ebert and Mary Blanche Ebert, his wife, their personal representatives or assigns, covenant and agree with the said CENTRAL TRUST COMPANY OF MARYLAND:

- 1st. That they will pay the mortgage debt aforesaid and all interest that may accrue thereon.
- 2nd. And that they will keep, during the continuance of this mortgage, the building erected on the said mortgaged premises insured for a reasonable sum in some safe and reliable