

First, all that farm or real estate situate lying and being in Hauver's Election District, Frederick County, Md., containing  $45\frac{1}{4}$  acres of land more or less, Second, all that piece or parcel of land situate lying and being in Hauver's Election District, Frederick County, Md. containing 40 acres of timberland, both of said first and second tracts or parcels of land being the same real estate which was conveyed to the said John C. Delauter by William L. Delauter and Addie Bell Delauter, his wife, by deed dated the 12th day of October, 1931 and recorded in Liber 380, Folio 420 etc., one of the land records of Frederick Co. Md. together with all the rights of ways and easements thereunto belonging or in any wise appertaining. Third, All that lot of ground improved by brick dwelling house, situate lying and being on the East side of N. Market St. in Frederick City, Frederick County, Maryland, fronting on said North Market St., 12 feet six inches more or less, and being known and designated as No. 814 N. Market St., in said Frederick City, Md., and being the same lot or property which was conveyed to the said John C. Delauter and Anna Mae Delauter, his wife by Mary E. Tyson (widow) by deed dated the 13th day of July in the year 1932, together with all the rights, ways and easements thereunto belonging.

Provided that the said John C. Delauter and Anna Mae Delauter, his wife their heirs or executors, administrators or assigns shall pay to the said Myersville Savings Bank, or order, the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and be payable, then this mortgage shall be void.

And Provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said John C. Delauter and Anna Mae Delauter, his wife shall possess the mortgaged premises as of their present estate therein.

And Provided, That if default shall be made in the payment of the promissory note aforesaid at maturity, or if renewed, default shall be made in the payment of any note or notes given in renewal thereof, when the same shall mature and become payable, then it shall be lawful for George W. Bittle or Reno S. Harp 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, as a Court of Equity, in place of the said deceased or declining trustees, consent being hereby given by the said Mortgagors, upon petition to be filed by the said mortgagee to said Court, for the appointment of such trustee, or for the assignee of said Myersville Savings Bank to sell the said property and premises hereby mortgaged, at the Court House door in Frederick City, Md., by public auction, for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, of the time, place, manner and terms of sale, and such other notice as said trustee, or trustees shall think proper, and to apply the proceeds of such sale to the payment in the first place, of all costs, charges and expenses attending such sale, including the usual commissions, and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and the surplus, if any, to pay the same to the said John C. Delauter and Anna Mae Delauter, his wife, their heirs or assigns.

And the said John C. Delauter and Anna Mae Delauter, his wife covenant and agree with the said Myersville Savings Bank, that they will keep, during the continuance of this Mortgage, the buildings erected on the said mortgaged premises, insured for a sum of not less than Fourteen hundred dollars Dollars, in some safe and reliable Fire Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will assign the policy of insurance, or cause the same to be made payable to the Myersville Savings Bank, for its benefit in case of loss or damage by fire.