

one of the Land Records of Frederick County; excepting thereout and therefrom Thirty-four (34) acres, Two (2) roods and Thirty-five (35) square perches sold and conveyed to William H. Lloyd by deed recorded in Liber T.G. No. 7, Folio 295, one of the Land Records of Frederick County. Also all that other piece or parcel of land adjoining the above described tract of land, situate in the County and State aforesaid, containing in and about Fifty-seven (57) acres of land, more or less, and being the same land heretofore conveyed to the said Tilghman Hilleary by Frederick J. Nelson, Trustee, by deed bearing date on the 21st day of January, 1871, and recorded in Liber C. M. No. 7, Folio 60 &c., one of the Land Records of Frederick County. The whole of the above described land hereby intended to be conveyed containing Two Hundred and Seventy-three (273) acres of land, more or less. It being the same real estate conveyed unto the said Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, by Charles J. House and wife, et. al., by deed of even date herewith and intended to be recorded prior to the recording of these presents among the Land Records of Frederick County.

PROVIDED, That if the said Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, their executors, administrators or assigns, shall pay the said The Citizens National Bank of Frederick 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 premises, the said Reese St. C. Poffinberger and Maud E. Poffinberger, 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, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall be deemed due and demandable and it shall be lawful for Homes D. Baker and John S. Newman, 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 trustee, (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 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 City, Maryland, by public auction, for cash, after having first given at least three weeks previous notice of such sale by advertisements 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, of all costs, charges and expenses attending such sale, including the usual chancery commissions, and reasonable counsel fees 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 Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, their personal representatives or assigns.

AND THE SAID Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, covenant and agree with the said The Citizens National Bank of Frederick, that they will pay the mortgage debt aforesaid, and all interest that may accrue thereon, and 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 Nine Thousand 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 said