whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, that lot of ground situate in Frederick County, State of Maryland, and described as follows, that is to say:

All that tract of land, situated, lying and being in the Town of Thurmont, in Frederick County, State of Maryland, and being on the South side of East Street, in said Town, and more particularly described as follows:

BEGINNING for the same at the North West corner on said Street and running 67 1/2 degrees East 90 feet to Alonzo Willard's land, thence South 22 1/2 degrees East 178 feet to a 12 foot alley, North 67 1/2 degrees West 90 feet to an alley running from Main Street to Railroad Avenue and thence with said alley (now called Middle Street) North 22 1/2 degrees East 178 feet to the place of beginning.

It being the same property as conveyed unto Elias A. Summers and Sally E. Summers, his wife, by M. Luther Creager and Mary H. Creager, his wife, by deed dated April 1, 1927, and recorded in Liber No. 362, folio 120, one of the Land Records of Frederick County, Maryland

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, forever in fee simple

It is agreed by the parties hereto that wherever these is a reference in this mortgage any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each