

sale and to grant and convey the said property to the purchaser or purchasers thereof; their heirs or assigns, and which said sale shall be made in the following manner, to wit: Upon giving at least three weeks' notice of the time, place, manner and terms of sale in some newspaper printed and published in Frederick County, Maryland, which time, place, manner, and terms of sale shall be fixed by the Mortgagees or party selling, and in the event of a sale of said property under the power hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to said sale, including the taxes assessed on the property hereby mortgaged, and commissions to the party making the sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a Decree of the Circuit Court for Frederick County, Sitting in Equity, and a reasonable Counsel fee, Secondly - to the payment of all claims of the said Mortgagees, their personal representatives and assigns, under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagors, their heirs, personal representatives and assigns or to whoever may be entitled to receive the same; and

IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this mortgage, then the party and parties rightfully so advertising the same shall be entitled to one-half of the commissions above provided, computed on the amount of the debt hereby secured and remaining unpaid, together with a reasonable counsel fee; expenses of advertising and other legal costs and the said Mortgagors for themselves and for their heirs, executors, and administrators and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars (\$1,000.00), and to cause the policy to be effected thereon, to be so framed or endorsed as in case of fire to enure to the benefit of said Mortgagee, their personal representatives and assigns to the extent of this claim or lien hereunder.

WITNESS OUR HANDS AND SEALS.

WITNESS: Edith E. Wickham
Edith E. Wickham

Benjamin Hume McGaha (SEAL)
Benjamin Hume McGaha
Avis G. McGaha (SEAL)
Avis G. McGaha

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY, That on this 12th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Benjamin Hume McGaha and Avis G. McGaha, his wife, and did each acknowledge the foregoing Mortgage to be their respective act. And at the same time, before me, did also personally appear Nelson C. Kreh and C. Herbert Kreh, his wife, the mortgagees, and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth.

WITNESS MY HAND AND NOTARIAL SEAL.

Place of
Notarial
Seal

Edith E. Wickham
EDITH E. WICKHAM
Notary Public

For value received we assign the foregoing mortgage to Alton Y. Bennett for foreclosure.

Witness our hands and seals this 9th day of July, 1951

Witness:
Henry S. Babcock
Henry S. Babcock

Nelson C. Kreh (SEAL)
Nelson C. Kreh
C. Herbert Kreh (SEAL)
C. Herbert Kreh

Assignment recorded July 10, 1951

Test: Ellis C. Wachter Clerk.

Filed July 12, 1951