

to the place of beginning, containing three-fifths (3/5) of an acre, more or less.

BEING all and the same real estate which was conveyed unto Charles E. Anderson and Dolores Marylyn Anderson, as joint tenants and not as tenants in common, by deed from Norman B. McFadyen and Ruth McFadyen, his wife, bearing even date with these presents and intended to be recorded among the Land Records of Frederick County, immediately prior to the recording of this instrument, subject to the covenants and restrictions contained in the said deed.

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

TO HAVE AND TO HOLD the foregoing parcel of land and premises unto and to the proper use and benefit of the said mortgagee and its assigns, forever, subject to the covenants abovementioned.

PROVIDED, that if the said Charles E. Anderson and Dolores Marylyn Anderson, shall pay or cause to be paid the aforesaid note according to the tenor thereof, together with all renewals and replacements thereof, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Charles E. Anderson and Dolores Marylyn Anderson, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime all taxes, insurance premiums, and assessments, public dues and charges of every kind, levied, incurred or assessed, or to be levied, incurred or assessed on the hereby mortgaged property, which taxes, insurance premiums, assessments, public dues and charges, mortgage debt and interest the said mortgagors for themselves and for their executors, heirs and assigns, do hereby covenant to pay when legally demandable.

BUT IF DEFAULT be made in the payment of any one semi-annual installment of principal and interest as above provided, or 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, or if default shall be made in the performance of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for Norman B. McFadyen and Ruth McFadyen, his wife, their heirs or assigns, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which said sales shall be made in the following manner, to-wit: Upon giving twenty days' 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 mortgagee 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 making such sale, including all taxes assessed on the property hereby mortgaged, and commissions to the party making 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 mortgagees and their assigns, under this mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the mortgagors, their personal representatives or assigns, or to whomever 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 or parties rightfully so advertising the same shall be entitled to one-half 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.