

by and with the west side of said alley, (4) South thirty-three and three-quarters degrees west (S 33-3/4° W) two hundred fifty-one and four-tenths feet to the place of beginning. Containing ninety one-hundredths (.90) acres, more or less.

WITH the right to use a twenty-five foot alley adjoining said property for the use thereof in common with other property owners abutting thereon.

THE improvements thereon being known as No. 807 Highland Street.

BEING the same lot or parcel of ground which, by deed dated December 24, 1945, and recorded among the Land Records of Frederick County in Liber No. 452, folio 181, was granted and conveyed by Albert Nichel and wife to Floyd G. Combs and Helen R. Combs, his wife, in fee simple; the said Floyd G. Combs having since departed this life and vesting full title in the said Mortgagor.

Together with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

To have and to hold the said lots of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagors, his, her or their heirs, or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagors, for herself, her heirs, or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein