

Whereas it is the desire of the said Francis R. Biser to borrow some money on a mortgage particularly for the purpose of repairing and improving the real estate of the said Cora B. Biser,

NOW THIS MORTGAGE WITNESSETH: That whereas the said Francis R. Biser, attorney in fact as aforesaid, now stands indebted unto Arie R. Routzahn, of Frederick, Maryland, in the full and just sum of \$7,000.00, which indebtedness is evidenced by the single bill of the said Francis R. Biser, payable one year after date, with interest from date at four and one-half (4½%) per cent per annum, interest payable monthly, during the existence of this mortgage, and to secure the payment of said mortgage debt as aforesaid, this mortgage is executed.

Now, therefore this mortgage witnesseth: That in consideration of the premises and the sum of \$7,000.00 mentioned as aforesaid, I, the said Francis R. Biser, attorney in fact, do hereby grant and convey, in fee simple, unto Arie R. Routzahn, his heirs and assigns, all those tracts, parts of tracts and parcels of land situate, lying and being in Frederick City, Maryland, and particularly described as follows:

Said lands hereby mortgaged containing two tracts and parcels of land containing 11 and 1/4 acres and 12 square perches of land, more or less, and the tract of land containing five acres and and 28 perches of land, more or less, adjacent thereto, which said two tracts and parcels of land were conveyed to Cora B. Biser by deed from Edward S. Delaplaine, Trustee, bearing date December 9, 1935 and recorded in Liber 401, folio 107 and 108, one of the Land Records of Frederick County, Maryland, which by reference thereto will more fully appear, LESS all that tract and parcel of land containing 3.705 acres of land conveyed by the said Francis R. Biser, attorney in fact, to the Frederick Trading Company, by deed dated April 24, 1946, and recorded in Liber 454, folio 198, one of said Land Records.

PROVIDED, that if the said mortgagor shall pay said single bill and mortgage debt and the interest and principal thereon to accrue when due and payable, and shall perform all other covenants and conditions of this mortgage, then this mortgage shall be void.

And the said mortgagor hereby covenants that he will pay said mortgage debt and the interest thereon to accrue and keep the improvements in good repair and insured against loss by fire in the sum of \$7,000.00 for the benefit of the mortgagee and her heirs and assigns, and that he will pay all taxes and assessments against said property and perform all other covenants, conditions and agreements of this mortgage.

And it is agreed that until default be made in the premises the mortgagor shall possess the aforesaid property as his present estate therein.

But if default be made in the payment of said mortgage debt or the interest thereon, or in the performance of any covenant or condition of this mortgage, then it shall be lawful for the said Arie R. Routzahn, or her personal representatives or assigns, to enter upon and sell the hereby mortgaged property at public sale at the Court House door, in Frederick, Maryland, for cash, said sale to be made after notice of the time, place, manner and terms of sale have been given by advertisement in some newspaper published in Frederick County, once a week for three successive weeks prior to the day of sale, and the proceeds arising from any such sale shall be first applied to the payment of costs and expenses of said sale, including the usual chancery commissions for the sale of real estate, and a reasonable counsel fee, then to the payment of the mortgage debt and interest thereon, and the surplus, if any, to be paid to the said mortgagor, or whomsoever may be entitled to same.

And if, after default having been made as aforesaid, advertisement is made of said lands and premises, and if before sale is made the mortgage debt and interest is tendered or paid, then in addition to the amount due thereon there shall also be paid all costs incurred, including one-half the chancery commissions on the amount due and a reasonable Counsel fee for the preparation of the bond and the advertisement of sale, which the mortgagor hereby covenants to pay, in addition to the mortgage debt that may be then due thereunder.