

LESS the following parcels of land:

(1) All that parcel of land conveyed to Freeman Walker Chapman and wife, by deed dated November 8, 1945, and recorded in Liber No. 450, folio 321, one of the Land Records for Frederick County.

(2) All that parcel of land conveyed to Charles R. Phillips by deed dated September 29, 1947, containing 7.37 acres, more or less, and recorded in Liber No. 466, folio 8, one of the Land Records for Frederick County.

(3) All that parcel of land conveyed to Freeman Walker Chapman and wife, by deed dated June 10, 1949, and recorded in Liber No. 479, folio 382, one of the Land Records for Frederick County.

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

TO HAVE AND TO HOLD the above described piece ~~(pieces)~~ or parcel ~~(parcels)~~ of land and premises unto and to the proper use and benefit of said mortgagee, its successors and assigns, forever.

PROVIDED, if the said ~~mortgagor~~ (mortgagor), ~~(himself)~~ ^{he} ~~(her)~~ heirs, successors or assigns, shall pay to the said mortgagee, or order, the single bill aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said ~~mortgagor~~ (mortgagor) agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the single bill aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said ~~mortgagor~~ (mortgagor) shall possess the mortgaged premises as of ~~his~~ ^{he} ~~(her)~~ present estate therein.

AND THE said ~~mortgagor~~ (mortgagor) for ~~(himself)~~ ^{herself} ~~(her)~~ ~~(his)~~ ~~(her)~~ ~~(their)~~ her personal representatives, heirs, successors and assigns, (do) ~~(does)~~ expressly covenant and agree with the said mortgagee:

THAT ~~(he)~~ ^{she} ~~(they)~~ (it) will pay the indebtedness as hereinbefore provided;

THAT ~~(he)~~ ^{she} ~~(they)~~ (it) will pay all taxes, assessments, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due, together with fire insurance premiums herein required to be paid on the property hereby mortgaged;

THAT ~~(he)~~ ^{she} ~~(they)~~ (it) will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured for a sum of not less than \$ 1500.00 against loss by fire, in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that ~~(he)~~ ^{she} ~~(they)~~ (it) will maintain and deliver to the mortgagee the policy of insurance against loss by fire and any other casualty which the ~~mortgagor~~ (mortgagor) may carry, and cause the same to be made payable to the said mortgagee for its benefit in case of loss or damage by fire or other casualty; and the said ~~mortgagor~~ (mortgagor) further in like manner covenant and agree that should ~~(he)~~ ^{she} ~~(they)~~ (it) fail in any of these particulars, and the said mortgagee pay the premiums and assessments necessary to keep said policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

AND the said ~~mortgagor~~ (mortgagor) further covenant to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant to keep the premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagee, its successors or assigns, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the single bill aforesaid at maturity, and the interest thereon to accrue, or any installment thereof, or in the payment of any renewal or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagee, or its successors, or assigns, or William W. M. Storm as Trustee, to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale at the Court House door in Frederick City, Maryland at public auction for cash, after having given at least twenty (20) days previous notice of such sale inserted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the single bill aforesaid, or renewal thereof, with all interest due thereon to the date of payment, and the surplus, if any, shall be paid to the said ~~mortgagor~~ (mortgagor), or to ~~(him)~~ ^{he} ~~(her)~~ (it), heirs, successors or assigns.

THAT if ~~(he)~~ ^{she} ~~(they)~~ (it) shall default in the performance of any of the things hereby covenanted to be done and performed by ~~(him)~~ ^{he} ~~(her)~~ (it), and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if from any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and the interest remaining unpaid, in this mortgage mentioned, shall be treated and construed as a part of the mortgage debt herein mentioned, and the said ~~mortgagor~~ (mortgagor) covenant and agree that ~~(he)~~ ^{she} ~~(they)~~ (it) will pay the same.