

and fixtures, also cooling and refrigerating apparatus and system, unto the said party of the second part, Mortgagee, its successors or assigns, in fee simple, forever.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall, at the option of the legal holder hereof, thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said Mortgagee, its successors or assigns, or by Amos A. Holter their attorney under Article LXVI, sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate, if there be one so published, and, if not, in a newspaper having a large circulation in said County; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee, its successors or assigns, or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party