

Provided, that if the said Emory L. Smith and Kate C. Smith, his wife, their personal representatives or assigns, shall pay the said promissory note at maturity, with all interest due thereon, or any renewal thereof, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided, that until default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof, or in the payment of any installment of interest thereon when the same is due according to the tenor of said promissory note, the said Emory L. Smith and Kate C. Smith, his wife, - - - - - shall possess the said mortgaged property as of their present estate therein.

And still further provided that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said

- - - - - Edwin Devilbiss, Trustee in No. 10539, Equity, or his successor in trust, his personal representatives or assigns, - - - - - to sell the said property and premises hereby mortgaged in front of the Court House Door in Frederick City, Frederick County, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual Chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Emory L. Smith and Kate C. Smith, his wife, - - - - - or to whoever may be entitled to the same.

And the said Emory L. Smith and Kate C. Smith, his wife, - - - covenant that they will keep during the continuance of this mort-