

And the said James W. Poole and Clodie C. Poole covenant to insure and to keep insured during the existence of this mortgage the improvements on the land hereby mortgaged to the amount of at least ----- dollars and cause the policy to be so framed or endorsed as in case of fire to insure to the benefit of the said Thomas F Eyler to the extent of this mortgage debt and it is agreed that until default be made in the premises the said James W. Poole and Clodie C. Poole his wife shall possess the aforesaid property upon paying in the meantime all taxes on said hereby mortgaged property and on the mortgaged debt and interest hereby intended to be secured which taxes and interest the said James W. Poole and Clodie C. Poole his wife hereby covenant to pay when legally demandable. Provided further that if default be made in the payment of the aforesaid mortgage debt or the interest thereon when due and payable or of any covenant or condition of this mortgage then it shall be lawful for the said Thomas F. Eyler his heirs executors administrators and assigns or his duly constituted Attorney or Agent at anytime after such default to sell the property hereby mortgaged after giving at least twenty days notice of the time place manner and terms of sale in some newspaper published in Frederick County Md. on such terms as the party making such sale may determine and to apply the proceeds arising from such sale first to the payment of the expenses incident to said sale including the usual equity commissions to whoever makes such sale then to the payment of this mortgage debt together with the accrued interest thereon and the balance to the said James W. Poole and Clodie C. Poole his wife.

Witness our hands and seals

Test

John Gall

James W. Poole (SEAL)

Clodie C. Poole (SEAL)