

the said John R. McClain and Annie B. McClain, his wife, dated September 30th., 1919, which deed is to be recorded simultaneously with or before the recording of this mortgage.

Together with the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining.

To have and to hold the above granted property to the said The Thurmont Bank, its successors or assigns forever in fee simple.

PROVIDED, That if the said John R. McClain and Annie B. McClain, his wife, shall pay to The Thurmont Bank the promissory note aforesaid at maturity, or any renewal thereof when such renewal note shall mature and be payable, together with all interest due thereon, and shall pay the tax levied or assessed on the property hereby mortgaged and shall keep and perform all the covenants herein contained, then this mortgage shall be void.

AND PROVIDED, That until default be made of the payment of the said promissory note at maturity, or the interest thereon when due and payable, or of any renewal note thereof when such renewal note shall mature, or the interest thereon when due and payable, or in the performance of any covenant herein contained on the part of the Mortgagors to be performed, the said John R. McClain and Annie B. McClain, his wife, shall possess the said mortgaged premises as of their present estate therein.

AND PROVIDED, that if default shall be made in the payment of the said promissory note at maturity or the interest thereon when due and payable, or if renewed, default shall be made on the payment if any note given in renewal thereof when the same shall mature or any interest thereon, when due and payable, or if default shall be made in the performance of any covenant herein contained on the part of the said Mortgagors to be performed, then it shall be lawful for Lester S. Birely, as Trustee, or in case of his death or declining to execute said trust, then any other trustee to be appointed by the Circuit Court for Frederick County, as a Court of Equity, in place of said deceased or declining trustee, consent being hereby given by the said Mortgagors, upon petition to be filed by the said Mortgagors to the said Court, for the