

North 30° West 17½ ps. to a stake and pile of stone in said line and at the end of 5/10 of a perch on a line drawn, North 46 3/4° East from the North side of a private road, which is hereby reserved for the use of that part of said land simultaneously herewith conveyed to Augustus B. Mahoney, thence across said road and said whole Deed, South 46 3/4° West 48 ps. to the public road and at the end of 14 ps. on the 5th line of said whole Deed from Hugh McAleer to David L. Mahoney, and with it, South 88° East 16 ps. to the place of beginning, containing 3 acres and 29 sq. ps., more or less.†

Being all and the same real estate that was conveyed unto the said Pearl E. Kearns from Ernest Lee Butt and Irene G. Butt, his wife, by Deed of even date herewith and intended to be recorded either simultaneously herewith or immediately prior hereto among the Land Records of Frederick County, Maryland.

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 or parcel of land and premises unto and to the proper use and benefit of said mortgagees, their heirs, successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor, his heirs, successors or assigns, shall pay to the said mortgagees, or order, the promissory note 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 agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the promissory note 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 shall possess the mortgaged premises as of his present estate therein.

AND THE said mortgagor for his personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee S;

THAT he will pay the indebtedness as hereinbefore provided;