

LIBER 23 MAR 630
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2. That they will pay all taxes, assessments, public dues and charges of every kind levied, assessed or incurred, or to be incurred, together with fire insurance premiums herein required to be paid on the property hereby conveyed.

3. That they will keep the improvements now existing or hereafter erected on the said premises insured for a sum not less than \$16,000.00 against loss by fire and any other casualty which they may carry, in some safe and reliable fire insurance company, and will pay promptly, when due, any premiums on such insurance, and cause the same to be made payable to the holder of the note hereby secured, and if they fail in these particulars, and the said Trustee pays the premiums and assessments necessary to keep said policies of insurance in force; the same so paid, with interest thereon, shall be a part of the debt secured hereby.

4. That they will permit or suffer no waste, impairment or deterioration of said property or any part thereof, and further covenant to keep the premises hereby conveyed in good tenantable repair, in the judgment of the holder of said note, their heirs, successors or assigns, and any failure in either of these respects shall constitute a default herein.

5. That James E. Nicholson and Virginia Nicholson, his wife, their heirs, successors or assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Frederick County in which the real estate secured hereunder is situate, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights, and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of this right to appoint a successor trustee, nor matter how often exercised, shall not be deemed an exhaustion of said rights.

6. That if during the continuance of this conveyance, the said Parties of the First Part shall fail to pay all taxes, assessments, public dues and charges by the holder of the note, or the Trustees, such sums as shall be paid, with interest thereon, shall be a part of the debt hereby secured.

7. Should the title to the herein described property be acquired by any person, persons, partnership or corporation other than the Parties of the First Part by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Trustee or Trustees, or should same be encumbered by the Parties of the First Part, their heirs, personal representatives or assigns, or its successors or assigns, without the written consent of the Trustee or Trustees, then the whole of said indebtedness shall immediately become due and owing as hereinprovided, at option of Trustee or Trustees.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns, of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESSES OUR HANDS AND SEALS.

Witness:

George W. Carter, Jr.
George W. Carter, Jr.
George W. Carter, Jr.
George W. Carter, Jr.

Gerald J. Pendley (SEAL)
Gerald J. Pendley
Esther Pendley (SEAL)
Esther Pendley

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 2nd day of February, 1962, before me, the undersigned a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Gerald J. Pendley and Esther Pendley, his wife, and did each acknowledge the foregoing Deed of Trust to be their respective act and deed.
Witness my hand and Seal Notarial.

George W. Carter
George W. Carter, Notary Public