BEING all and the same real estate conveyed unto David S. Porten and Shirley Porten, his wife, by Byron J. Thompson and James C. Roberts, Ancillary Receivers in Bankruptcy of Sitterding, Carneal, Davis Company, Incorporated, by deed dated February 24, 1961, and recorded in Liber No. 649, Folio 458, one of the Land Records of Frederick County.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated, is free of all liens and encumbrances, except for this mortgage, and also covenant to execute such further assurances as may be requisite

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, or said mortgagors' heirs, executors, administrators or assigns, shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on said mortgagors' part to be performed, then this mortgage shall be void

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage aforesaid, or of any monthly installment when due, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, as hereinafter provided, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and the said mortgagee, its successors or assigns, or Richard E. Zimmerman, Esq. its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns, which sale shall be made in manner following to-wit By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first, to the payment of all expenses incident to such sale, including taxes, and the usual equity commissions to the party selling or making said sale, and a counsel fee of Fifty dollars ($50 00), secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not, and as to the balance, to pay it over to the said mortgagors, or said mortgagors' personal representatives, heirs or assigns, and in the event mortgage foreclosure proceedings are instituted under the aforegoing power of sale, the sale of the property shall have been advertised, and the mortgage debt and accrued costs are paid and satisfied before sale, one-half the above counsel fees and one-half said commissions shall be allowed and paid by the mortgagors, or said mortgagors' personal representatives, heirs or assigns

AND the said mortgagors further covenant to insure forthwith by fire and extended coverage insurance and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $_____ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt