premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagees, or any of them, their personal representatives, successors or assigns, and any failure in either of these respects shall constitute a default herein.

That if default shall be made in the payment of the single bills aforesaid, or in any one of them, as provided and the interest thereon, or any installment of principal or interest, or in the payment of any renewal thereof or in the whole or in part of any one or all of the single bills, or the interest, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagees, or any one of said mortgagees, their or its personal representatives, successors or assigns, or James McSherry, to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay the said debts, interest and all costs incident to said sale at the Court House door in Frederick, Maryland, or on the premises, at public auction, for cash, after having given at least twenty (20) days' previous notice of such sale inserted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove and hereinafter provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the single bills aforesaid, or renewal thereof, with all interest due thereon to the date of payment, in equal priority, and the surplus, if any, shall be paid to the said mortgagor, or to its successors or assigns.

That if the said mortgagor shall default in the performance of any of the things hereby covenanted to be done and performed by it and the property herein mortgaged shall be adver-

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