of the first part by D. C. Winebrener & Son, Incorporated, by Deed, dated July 5, 1961, and recorded among said Land Records in Liber 655, Folio 307, the said lots or parcels being the same lots or parcels more particularly described or referred to in two previous Deeds whereby same had been conveyed unto D. C. Winebrener & Son, Incorporated, as follows: (1) deed from D. Charles Winebrener and Eleanor R. Winebrener, his wife, dated January 7, 1925, and recorded among the Land Records of Frederick County in Liber 352, folio 37, and (2) deed from The B. & O. Railroad Company, dated March 22, 1950 and recorded among the Land Records of Frederick County in Liber 484, folio 232. Reference to which Land Records is hereby made.

TOGETHER WITH the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of Maryland National Bank, its successors and assigns, forever.

PROVIDED, that if the said parties of the first part, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty-eight Thousand Nine Hundred Eighty ($28,980.00) Dollars, and all the instalments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or the duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of the Maryland Rules of Procedure, or under any other general or local law or Rule of Court of the State of Maryland relating to Mortgages, or any Supplement, Amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Two Hundred Fifty ($250.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses