

Of mortgages. that until default is made in the payment of the said sum of        dollars and interest, or some part thereof, it shall and may be lawful for the said (the mortgagor,) his heirs, executors and administrators, to hold and enjoy the said land and premises hereby granted and released, or intended and meant to be so, with all the appurtenances thereto, and the rents, issues, profits and produce thereof to take and receive to his or their own use, without any suit, interruption, disturbance, claim or demand whatsoever, of, from or by the said (the mortgagee,) his heirs or assigns, or any person or persons lawfully claiming by, from or under them.

110. In a mortgage, the following proviso, "*Provided*, that if default shall be made in payment of the money aforesaid, or the interest thereon, at the time and in the manner aforesaid, then it shall be lawful for the said (the mortgagee) to sell the said mortgaged premises (here insert the place, manner and terms of the sale, and the notice thereof as may be agreed upon,) to pay the debt and the surplus, if any, over to the said, (the mortgagor,)" shall be construed, and to have the same effect as if the following proviso had been therein inserted: "But, if default shall be made in the payment of the debt aforesaid, or the interest thereon, or any part thereof, at the times limited for the payment of the same, then these presents are upon the further trust, and it is hereby agreed, that then the said (the mortgagee,) his executors, administrators or assigns, may be, and they are hereby authorised to sell the above mortgaged premises, and all the estate, right, title and interest, property, claim and demand, at law and in equity, both of the said (the mortgagee) and the said (the mortgagor,) and all those claiming by, from, or under each of them, in and to the said mortgaged premises, and every part thereof, in manner following (here insert place, manner and terms of sale, and the notice thereof as may be agreed upon, and after making such sale, and receiving the purchase money therefor, agreeable to the terms of sale, to convey the estate, property and interest, so sold, and all the claims of the said parties in and to the same, to the purchaser or purchasers, his, her or their heirs or assigns, as fully and effectually as the said (the mortgagor) could have sold and conveyed the said mortgaged premises immediately before the execution of these presents, and the money arising from the said