

said lot to the beginning, containing one acre, one rood and thirty two perches of land, more or less, and being the same land as that described in a deed from John W. Horney and others to James K. Sewell, the father of this mortgagor, dated July 1st. 1893, and recorded in Liber L.D.No.2, fol. 84, a land record book for Queen Anne's County.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages there to belonging or in anywise appertaining, and the building and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said James K. Sewell, his heirs, executors, administrators or assigns, shall well and truly pay to the said Eugene L. Dudley, his executors, administrators or assigns, the aforesaid sum of sixty seven dollars and ninety eight cents, together with interest thereon semi-annually as above set forth, and shall perform all the covenants conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said James K. Sewell, his heirs and assigns shall possess said property.

And the said James K. Sewell, for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Eugene L. Dudley, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of the debt and interest intended to be secured by this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Eugene L. Dudley his executors, administrators or assigns, or H.B.W. Mitchell, his and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to James K. Sewell and his assigns or whoever may be entitled to the same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper court for the purpose

*Original Copy and delivered to H.B.W. Mitchell,  
June 16th, 1925*