note, of even date herewith, payable to the said Richard Hynson, or order, on the first day of January aforesaid, and of the six promissory notes of the said Edwin Smith and Caroline Hadaway, for three hundred dollars each, for interest on said principal sum, the first of which said interest notes fall due on the first day of April next ensuing the date hereof, and the remainder semi-annually or half yearly thereafter in succession, and each payable at the Kent National Bank, then this mortgage shall be void. And the said Edwin Smith and Caroline Hadaway, for themselves, their heirs, and personal representatives, hereby covenant that they will pay the aforesaid sum of money according to the tenor and effect of the notes aforesaid. And the said Lea Smith, Edwin Smith, and Caroline Hadaway, for themselves, their heirs, executors and administrators, covenant with the said Richard Hynson, his executors, administrators and assigns, that they will during the continuance of this mortgage keep the dwellings and outbuildings on the mortgaged property insured for at least the sum of ~ dollars, and pay premiums thereon from time to time, as they fall due, and that they will have the policies of insurance so indorsed or assigned as to secure the benefit thereof in case of loss by fire to the said Richard Hynson, his executors, administrators, or assigns. Provided that until default of payment of the said notes, or any of them, the said Lea Smith, Edwin Smith and Caroline Hadaway, shall possess the premises as of their present estate therein; and provided, that if default shall be made in the payment of the money aforesaid, or the interest thereon, at the time or

in the manner aforesaid, then it shall be lawful for the said Richard Hynson, his heirs, executors, administrators or assigns, to sell the said mortgaged premises at Chestertown, Kent County, aforesaid, by public auction, for cash, after giving at least twenty days notice of the time, place and terms of sale in some newspaper published in Kent County aforesaid, prior to the day of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale, and then to the payment of the said debt, and the surplus, if any, to pay to the said Lea Smith, Edwin Smith and Caroline Hadaway, as they may be respectively entitled. And the said Edwin Smith and Caroline Hadaway, for themselves, their heirs, executors, and administrators, further covenant with the said Richard Hynson, his executors, administrators and assigns, that they will pay all taxes, assessments, public dues and charges levied or to be levied by law, as well on the mortgage debt created, secured hereby, as upon the property hereby mortgaged, as and when the same shall become due and payable. And this mortgage is made with this distinct understanding and agreement, by and between the parties hereto, that it shall be held and taken as a prior and preferred mortgage on the lands hereinbefore described, as lands conveyed to a certain John P. Smith, and by him devised to the mortgagors, to the mortgage, bearing even date herewith, and created by the aforesaid mortgagors to secure the payment of five thousand dollars to the said Richard Hynson, with legal interest, and subject to the later mortgage on the lands hereinbefore described as the 'Shipyard Farm', and 'Swamp Wood Lot';