Printer's Cert.

Citizen Office, Frederick Md. April 17th 1871 ~

I Hereby Certify, That the annexed Order, No 3467 Equity, was printed in the Citizen, a newspaper published in Frederick County, for three successive weeks prior to the 15th day of April 1871 ~

J W Baughman, per Sw

Exhibit No. 1

Stamp $1.50

Exhibit

This Mortgage made this 22nd day of February in the year Eighteen hundred and Sixty seven, by Hezekiah Holtzman of Frederick County State of Maryland. Witnesseth, that the said Hezekiah Holtzman by his single bill, dated February the 22nd day 1867, payable two years after date with interest from date, the interest payable annually, stands indebted to John R. Hoffman in the sum of Two hundred Dollars. And to secure to the said John R Hoffman the said sum of Two hundred Dollars in the said single bill specified, when due, and the interest thereon Annually. The said Hezekiah Holtzman doth grant unto the said John R Hoffman all the following Lot of Land, or ground situated in Frederick County in the State of Maryland. Being part of a Tract of Land called "I am glad it is no Worse" — Beginning for the outlines of the same at a stone standing at the South West Corner of said Lot, and running thence South 72° East 39 perches to a stone, North 77° East 32 perches to a stone, North 18° East 32 perches to a stone; South 69° East 29¼ perches to a stone, South 47¼° East 32 perches to a stone; South 37° West 46¼ perches to a stone, South 79° West 18 perches to a stone, thence by a straight line to the first mentioned beginning, Containing Twenty-four acres of Land more or less. The same being that Lot of ground which was deeded to Jacob Koffenberger by George Kiselring by a deed of Conveyance dated and duly executed on the 7th day of June 1843, and stands recorded in Liber D. S. No 47 Folio 440. One of the Land Records of Frederick County — Excepting however thereout, One lot sold to Joshua Brenner Containing three acres of land more or less, leaving a balance hereby intended, of Twenty One acres of Land more or less; Provided that if the said Hezekiah Holtzman shall and well truly pay to the said John R Hoffman, the said sum of Two hundred Dollars in said single Bill specified, when the same shall become due and payable, according to the tenor, and effect of the said single bill and shall pay the interest thereon, then this Mortgage shall be void. But if default shall be made by the said Mortgagor, in the payment of the said single bill as it becomes due and payable, or in the payment of the interest thereon, it shall and may be lawful for the said John R Hoffman to enter upon the premises Mortgaged, and sell the same at public Sale on the premises. He first giving at least three weeks publick notice by advertisement, published in one or more of the newspapers published in Frederick County of the time, place, manner and terms of sale, Which terms shall be one third Cash, on the day of Sale, and the residue in one and two Equal Annual payments from the day of sale The purchaser, or purchasers giving his her or their Notes for the same, with approved security and bearing interest from the day of sale. The proceeds of the sale to be applied first to the payment of all costs, charges and expenses connected with the sale The proceeds of the sale to be applied first to the payment of all costs, charges and expenses connected with the sale. Secondly, to pay a Commission of three per cent to the said John R Hoffman on the gross proceeds of sale, for his services in making said sale. Thirdly, to pay in full the said single bill and the money due thereon, with all interest thereon recited in this Instrument, and intended to be secured thereby. And lastly, any surplus proceeds of sale after payment of Costs Charges and expenses, And Commission and debts, and interest hereinbefore specified ~ To be paid to the said Hezekiah Holtzman. Witness my Hand and Seal —

Hezekiah Holtzman (Seal)

Test —

C H. Thomas

Ratification of Sale

Auditor