

Exhibit No. 1.

This Mortgage made this 14<sup>th</sup> day of May in the year 1869 by us, Benjamin Rontzahn and Elizabeth his wife, Witnesses that in Consideration of the Endorsing of certain promissory notes hereinafter mentioned, we the said Benjamin & Elizabeth Rontzahn to grant to John Rontzahn and Joseph Rontzahn the farm on which we now reside, lying in Green-gate-wis District Frederick County Maryland, which farm is composed of "The Mistake Is Rectified" and "Rusher's Purchase" (part of each tract) and contains two hundred and one acres and thirty three square perches of land. One of the Notes above referred to is for the sum of thirty five hundred dollars and dated the 31<sup>st</sup> day of March last owing to Lydia Metzgar, Endorsed by the said John Rontzahn and Joseph Rontzahn and payable with semiannual interest, in one year from its date, The other is for the sum of twenty five hundred dollars dated and owing to the "Fredericktown Savings Institution" payable in six months after date; this Note it is Contemplated to renew from time to time.

The first mentioned Note to Lydia Metzgar it is also Contemplated to renew from time to time, making it payable to the same or other party as may be expedient.

The said note or notes so renewed, to be secured by the same endorsers. Now, the said Benjamin Rontzahn being desirous to secure and save the said John Rontzahn and Joseph Rontzahn against all responsibility as endorsers as aforesaid, does agree to execute and acknowledge these presents, Provided always, nevertheless, that if the said Benjamin Rontzahn do well and truly pay the aforesaid promissory Notes, or others that may hereafter be executed as a renewal of the same, and therefore save and keep harmless and indemnify the said John Rontzahn and Joseph Rontzahn from the payment of the said Note or Notes, and all Costs, damages or charges as aforesaid, then and thence forth this Mortgage shall be utterly null and void.

And the said Benjamin Rontzahn covenants that he will pay the aforesaid money, and he further covenants that in default of payment, the said John & Joseph may enter, Provided that until default of payment the said Benjamin shall possess the premises, and provided that if default shall be made in the payment of the money aforesaid, or of the interest thereon, at the time or in the manner aforesaid, then it shall be lawful for the said John and Joseph or the survivor of them to sell the said Mortgaged premises at "The Hill House" in Frederick City, by public Auction, for Cash, after giving, at least three weeks public notice of the time, place, manner and terms of sale, by advertisement inserted in one or more newspapers published in Frederick County, for three consecutive weeks prior to the day of sale, to pay the debt, the expenses incident to such sale, and the surplus, if any, over to the said Benjamin.

Witness our hands and seals

Sub James J. English

Benjamin Rontzahn Seal  
Elizabeth Rontzahn Seal

State of Maryland, Frederick County; to W<sup>h</sup>:

I hereby certify that on the day of the date of the above Mortgage before me the subscriber a Justice of the Peace of the County aforesaid, personally appeared Benjamin Rontzahn and Elizabeth Rontzahn his wife, and severally acknowledged the same to be their respective Act, and at the same time before me also appeared John Rontzahn one of the Mortgagors named within, and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

James J. English J. P.

Filed April 22<sup>nd</sup> 1872.

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