a newspaper published in Frederick County, once a week for three successive weeks prior to the 29th day of April 1876.

Filed April 19 1876. Keefer & Knauff

"Exhibit 1"

This Mortgage made this 6th day of February in the year of our Lord 1872 by us Charles Rolles and Eliza Ann Rolles his wife of Frederick City, Frederick County, State of Maryland Witnesseth whereas Daniel Getzendanner Jr and David C Winebrener are security for Charles Rolles in a promissory note dated January 5th 1872 for the sum of Four hundred dollars to Farmers & Mechanics National Bank and whereas Daniel Getzendanner and Gideon Bantz are securities for Charles Rolles in a promissory note dated August 29th 1870 to Frederick Town Savings Institution for the sum of Five hundred dollars, and to secure the payment of the said sums of money in the above recited promissory notes or in case of a renewal of any or all of said promissory notes to secure the payment of the sum or sums of money in such renewals specified with all interest and discount that may accrue thereon and also to indemnify and save harmless the said David C Winebrener, Daniel Getzendanner Jr and Gideon Bantz from all loss costs and charges they may sustain by reason of said security ship on the promissory notes above recited, we the said Charles Rolles and Eliza Ann Rolles his wife do grant unto the said David C Winebrener Daniel Getzendanner Jr. and Gideon Bantz all those lots or parts of Lots situated on East side of Farmers Alley conveyed to Charles Rolles by James Rollins, recorded in Liber E H No 5 folio 481 August 19th 1870 and Lot No. 2 recorded September 9th 1869 Liber E.M. No. 4 folio 87 in the Land Records of Frederick County also the following described personal property 2 Horses, 2 Carts, 1 Spring Waggon, 1 Rockaway Buggy 1 two horse wagon, 1 Hand wagon, Sets Double Harness, 2 Sets single Harness, 2 Sets Cart Harness, 4 Bridles 4 Collars 3 Picks 4 Shovels, 1 Single shovel plough, 1 Geary Plough, 1 large Platform Scales, 1 small do. 1 Wheelbarrow, 1 Broom Machine, 1 Egg Stove, Provided that if the said Charles Rolles shall pay the said promissory notes within recited at maturity or if renewal shall pay such renewals at maturity and all interests that may accrue thereon and thereby release and exonerate the said David C Winebrener, Daniel Getzendanner Jr and Gideon Bantz from payment of the same or any part thereof then this Mortgage and Bill of Sale shall be void, but if default shall be made by the said Charles Rolles in the payment of the said promissory notes or notes given in renewal or in the payment of the interest or discount that may accrue thereon then it may and shall be lawful for the said Gideon Bantz, David C Winebrener or Daniel Getzendanner Jr. and they are fully authorized and empowered to sell the hereby mortgaged premises at public sale to the highest bidder for cash after having given at least three weeks notice to the public of the time place manner and terms of sale by advertisement in one or more newspapers published in Frederick County of the day of sale to pay first all costs and expenses attending such sale together with such Commissions to themselves as trustees as is usually allowed, Secondly to pay the several recited notes and interest, or as much as may be due thereon, and lastly to pay the surplus if any over to the said Charles Rolles

Witness our hands and seals

Witness
W Mahony.

Charles Rolles (seal)
Eliza Ann Rolles (seal)