

No. 11627 Equity

Exhibit A-1

or order, twelve months after date, with interest from date, the other one of said notes being for the sum of Five hundred and fifty dollars, bearing date the fifteenth day of April, Eighteen hundred and seventy eight, and payable to the said Joseph G. Miller, or order, one year after date with interest from date, and for the purpose of the better securing the payment of the said several promissory notes as they shall respectively mature and fall due and payable, with the interest thereon, we, the said David G. Miller, and Sarah G. Miller, his wife, do grant in fee simple, unto the said Joseph G. Miller all of that parcel of land situate lying and being in the County of Frederick and State of Maryland being composed of part of a tract of Land, called "Adams Fall," and part of a tract called "The Resurvey on Charles' Choice." containing together two hundred and fifty two Acres, two Rods, and six square perches of Land, more or less, and which is described by metes and bounds, courses and distances in a deed from Ezra M. Stubaum to said David G. Miller dated the second day of April, in the year Eighteen hundred and seventy eight, and recorded in the Land Records of Frederick County, aforesaid, in Liber S & No. 9, folio 222 &c, by reference thereto will fully and at large appear. And I the said David G. Miller for the consideration aforesaid, and as a further and additional security for the payment of said promissory notes, do hereby bargain and sell to the said Joseph G. Miller the following property, One gray mare; One sorrel mare one bay mare, One brown horse colt. One bundle, cow, one red cow, one brown cow, one keeper calf, one bull, calf, one broad tread three horse wagon, one carriage, two sets of land gears, one set of front gear, One Harrow, One Fan share plow One shovel plow, six feather beds six bedsteads two bureaus, one side board, four Tables, two dozen chairs fifty yards of three ply and ray carpet, one hair cloth sofa one rocking chair, One Broad low and seven legs six stools, an interest of One undivided moiety in and to eight teen acres of growing wheat; and in and to eleven acres of growing rye, and nine acres of oats, and all other farming implements and Household furniture whatsoever belonging to me, all of which said goods and chattels are now standing remaining and being on the Land aforesaid belonging to and now occupied by me in Frederick County aforesaid. Provided that if the said David G. Miller shall pay to the said Joseph G. Miller the two promissory notes aforesaid as they shall severally mature and fall due and payable, with the interest thereon according to the tenor of said notes, then this Mortgage and these presents shall be void. Provided that until default be made in the payment of the promissory notes aforesaid as they shall severally fall due and payable, or if the interest thereon, or of either of them, or of the interest on the same, the said David G. Miller shall possess the Mortgaged premises and property and use and enjoy the same; and provided that if default be made in the payment of the promissory notes aforesaid as they shall severally mature and become due and payable with the interest thereon, or of either one of them, or of the interest on the same, then it shall be lawful for the said Joseph G. Miller, his personal representatives and assigns, to sell the said Mortgaged premises and property, or so much thereof as may be necessary by public Auction, at the premises, for cash, or upon time as he may deem best, after having first given at least three weeks public notice of the time, place and terms of sale in some newspaper published in Frederick County, once, or week prior to the day of sale and to apply by the proceeds of such sale and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale including reasonable counsel fees and Com-