No. 4699 Equity

At the request of Frances Mantz the following Mortgage is Recorded March 27th 1880

This Mortgage made this 27th day of March in the year Eighteen hundred and eighty by me James M. Howard, Witnesseth, that whereas I the said James M. Howard by my seal note bearing even date with this Mortgage, and payable to Frances Mantz, or order one year after date for the sum of Nine hundred Dollars with interest from date stand indebted to the said Frances Mantz in the sum of money in said single Bill recited and for the purpose of securing the payment of said single Bill and the interest that may accrue thereon, I the said James M. Howard have agreed to execute these presents Now therefore in consideration of the above recited premises, I the said James M. Howard, do grant unto the said Frances Mantz all that piece or parcel of Land, situate in Urbana District Frederick County on the line of the Baltimore & Ohio Rail road on the East side of Monocacy River near Frederick Junction on said Rail Road Containing four and one eighth acres of Land, more or less, and being the same land conveyed by Joseph Cromise and Margaret R. Cromise his wife to said James M. Howard by deed dated on the fifteenth day of March in the year Eighteen hundred and eighty, and intended to be recorded among the Land Records of Frederick County, simultaneously with the recording of this Mortgage. Provided that if I the said James M. Howard my executors or Administrators shall pay to the said Frances Mantz his Executors Administrators or assigns the said Single Bill together with all interest that may accrue thereon when the same shall become due and payable according to the tenor and effect thereof then this Mortgage shall be null and void. Provided until default shall be made in the payment of the said single bill and the interest that may accrue thereon when the same shall become due and payable the said James M. Howard may occupy and possess the Mortgaged premises as of his present estate therein Provided further that if default shall be made in the payment of said single Bill and the interest that may be due thereon, when the same shall become due and payable, according to the tenor and effect thereof, then it shall be lawful for the said Francis Mantz his Executors Administrators or assigns, and they are hereby empowered to sell the said mortgaged at Public Sale at the City Hotel in Frederick City Frederick County, State of Maryland for cash. But before making any such sale the said Francis Mantz his Executors Administrators or Assigns shall first give at least three weeks previous notice by advertisement inserted in one or more of the Newspapers published in Frederick County, and such other notice as he or they shall think proper of the time place manner and terms of Sale, and the proceeds of Sale shall be applied as follows, first to the payment of all costs charges and expenses of Sale, including reasonable counsel fees and the usual Chancery Commissions to the Trustee under this trust clause making such sale and the proceeds of such sale shall then be applied to the payment of the Mortgage debt and interest that may be due thereon up to time of payment, and the surplus if any shall then be paid to the said James M. Howard or to his assigns. And the said James M. Howard covenants with the said Frances Mantz that he will cause the buildings and improvements on the said Mortgaged property to be insured in some Safe Insurance Company for a sum not less than Eight hundred dollars, that during the continuance of this mortgage he will pay the premiums & other dues thereon, and that as additional security he will transfer and assign said Policy of Insurance to the said Francis Mantz.

Exhibit No 1

Witness my hand and Seal

Test

Robert Stokes.

James M. Howard [Seal]

State of Maryland, Frederick County ss: