No. 5880 Equity.

Exhibit No. 1.

Exhibit No 1.-

This Mortgage made this 10th day of January in the year 1887 by Thomas Price and Eleanor P. Price his wife witnesseth that in consideration of the sum of Eight hundred dollars now due from said Thomas Price and Eleanor P. Price his wife to Joseph Wood of Frederick County Maryland we the said Thomas Price and Elanor P. Price his wife of Frederick County Maryland, do grant unto the said Joseph Wood in fee simple all that real estate situate in Frederick County in the State of Maryland being part of a tract of land called Buckland and part of a tract of land called Remainder described in a deed from Sarah Ann Price, William Price, Eli Price Levi Price and Laura V. Price his wife Charles Price and Sadie W. Price his wife, George W Price, George W Davis and Mary Elizabeth Davis his wife and Daniel Price and Laura V. Price his wife to said Thomas Price dated on the eighth day of January in the year 1869 and duly recorded in Liber T.M. No 9 folio 102 & 103 one of the land Records of Frederick County as by reference thereto will fully appear excepting from the part hereby conveyed the land conveyed from Thomas Price & wife to Charles Price dated the 9th day of April in the year 1884 and recorded in Liber A.F. No 7 folio 255 &c

Provided that if the Thomas Price and Eleanor P. Price his wife shall pay at maturity the promissory note given for said indebtedness of Eight hundred dollars of even date herewith by Thomas Price and Elanor P. Price his wife payable six months after date and made payable to Joseph Wood or order or any renewal of said note at maturity and comply with all the Covenants in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect.

And the said Thomas Price and Elanor P. Price his wife covenant to keep the improvements on the said land fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said Joseph Wood and to pay all taxes on the mortgage debt hereby secured and to pay all taxes on the Real Estate hereby conveyed. And further they covenant that should they fail in paying the said taxes and the premiums for the said insurance and the said Joseph Wood pay the premiums for the said insurance and the said taxes, the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Thomas Price and Eleanor P. Price in the payment of the said promissory Note at maturity or of any renewal thereof at maturity, or if default shall be made by the said Thomas Price and Eleanor P. Price his wife in the performance of any of the Covenants in this mortgage, then it shall be lawful for the said Joseph Wood to enter and possess and sell the said Mortgaged premises at the Court house door in Frederick City, Maryland by Public Auction for Cash or one half Cash and the residue in six months from the day of sale, at the option of the said Joseph Wood after giving at least three weeks public notice of the time place manner and terms of sale in some newspaper published in the City of Frederick at least once a week for three successive