No. 5953 Equity

State of Maryland

Frederick County act.

I hereby certify that on this 16th day of May 1892. before the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County personally appeared the above named John E. Stottle and duly made oath according to law that the matters and things set forth in the above report and petition are true as therein stated, and that said sale was fairly made.

Filed May 16th 1892.

E. H. Estelle J.P.

Exhibit No. 1-

At the request of H. Clay Stauffer the following Mortgage is recorded Mch 19th 1891-

Test. Adolphus Frankle Jr. Clerk

This Mortgage, made this 2nd day of February 1881. by Caleb M. Lewis Witnesseth, that whereas I am indebted to H. Clay Stauffer in the sum of thirty five hundred dollars ($3500.00) on two certain promissory notes dated February 2nd 1881. each for the sum of Seventeen hundred and fifty dollars ($1750.-) with interest from date and due & payable one and two years after date, which said promissory notes were given for part of the purchase money agreed to be paid by me to said H. Clay Stauffer for the pieces or parcels of land hereinafter described and hereby intended to be conveyed,

Now therefore in consideration of the premises and for the purpose of securing the payment of said two promissory notes according to the tenor thereof, I the said Caleb M. Lewis do grant unto the said H. Clay Stauffer all those pieces or parcels of land, lying and being situate in Woodsboro District Frederick County, Maryland, and more particularly described in a certain deed from said H. Clay Stauffer & wife to me dated the 2nd day of February 1881. and recorded among the Land Records of said County And it is hereby expressly covenanted & agreed that should default be made in the payment of said notes or either of them or of the interest due on them or either of them, according to their tenor, that then it may be lawful for said H. Clay Stauffer to sell said pieces or parcels of land hereby intended to be conveyed at public Auction to the highest bidder for Cash having first given notice in some newspaper printed and published in Frederick County aforesaid, at least twenty days before said sale, of the time place and terms of said sale, and from the purchase money thus derived from said sale the said H. Clay Stauffer shall retain so much as may be due to him on said notes or either of them, together with the usual chancery Commissions on said sale and all Costs expenses and Counsel fees which may in and about the Execution of the power herein Contained, and pay any surplus remaining to the said Caleb M. Lewis, provided that if I the said Caleb M. Lewis shall pay the said promissory notes and all interest thereon according to the tenor thereof & when the same become