No. 7113 Equity.

Exhibit-No. 1.

date herewith, payable one year after date with interest from date at the rate of five and a half per centum, per annum, which sum is the purchase money for the real estate hereinafter described: And whereas, we desire to fully secure the payment of said sum of money together with the interest thereon, according to the tenor of said promissory note, we do hereby execute these presents: Now therefore in consideration of the premises and of the further sum of Five Dollars, the receipt whereof is hereby acknowledged, we the said Winfield T. Miller and Susie E. Miller, his wife do hereby grant and convey unto the said Charles A. Norwood all that lot, tract or parcel of One hundred and Sixty two acres, one rood and thirty five square perches of land, more or less, which was conveyed unto the said Winfield T. Miller by the said Charles A. Norwood and Rachel B. Norwood his wife by a Deed bearing even date herewith and it is agreed shall be recorded simultaneously herewith among the land Records of said County, by reference whereto a full and accurate description will appear. Provided, that, if we, the said Winfield T. Miller and Susie E. Miller, his wife, pay said sum of money, together with the interest thereon, according to the tenor of said promissory note, then this mortgage to be void. And we the said Winfield T. Miller and Susie E. Miller, his wife for ourselves, our heirs, executors, administrators and assigns, hereby covenant and agree with the said Charles A. Norwood, his Executors, Administrators and assigns as follows, viz: 1st That we will pay said sum of money, together with the interest thereon, when the same become due and payable, according to the tenor of said promissory and 2nd, That we will during the continuance of this Mortgage keep the dwelling house and outbuildings on said real estate fully insured against loss by fire in some responsible Fire Insurance Company for the use and benefit of the said Charles A. Norwood, his executors, administrators and assigns, and that in the event of a loss the money due under the policy of Insurance shall be payable to the said Charles A. Norwood, his Executors &c, as his Mortgage interest may appear. And it is hereby further provided, that in the event of any default on the part of us, the said Winfield T. Miller and Susie E. Miller, his wife, in the payment of the said sum of money, or the interest thereon, as the same become due and payable, according to the tenor of said promissory note it shall then be lawful for the said Charles A. Norwood, his executors, administrators or assigns to sell the real estate hereby mortgaged at public sale for cash after having given at least twenty days public notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, prior to the day of sale and to apply the proceeds of said sale to the payment in the first place of the Expenses of said sale including the usual commissions to Trustees and a reasonable counsel fee, then to the payment of the Mortgage debt, including all interest due and unpaid, and to the surplus, if any over to the said Winfield T. Miller his heirs or assigns,

Exhibit No

Advertisement

Witness our hands and seals,

Test:- Wm. T. Crum,

Winfield T. Miller (seal)
Susie E. Miller (seal)

State of Maryland, Frederick County, Sct.

I hereby certify that on this seventh day of October in the year Eighteen Hundred and Ninety six before me the subscriber a Justice of Peace of the State of Maryland in and for Frederick County, personally appeared, Winfield T. Miller and Susie E. Miller his wife and did each acknowledge to foregoing Mortgage to be their respective act. At the same time personally appeared before me also Charles A. Norwood the Mortgagee above named and made oath in due form of law that the consideration mentioned in the above Mortgage is true and bona fide as therein set forth,

Printer's fee