No. 7146 Equity.

Exhibit No. 1.

administrators and assigns, that he the said J. Latimer Warfield will well and truly pay the aforesaid sums of money and the interest thereon at the times and in the manner aforesaid and according to the tenor of said promissory notes; and has further covenants and agrees in like manner that in default of payment of said notes or either of them or the interest thereon when and as the same shall become due and payable according to their tenor, the said Brook S. Jamison shall and may enter and take possession of the property aforesaid and the said J. Latimer Warfield for the said consideration doth likewise covenant with the said Brook S. Jamison, his personal representatives and assigns that he, the said J. Latimer Warfield will during the continuance of this mortgage keep the improvements on the above described mortgaged premises insured for the sum of three hundred and seventy five dollars against loss by fire and that he will assign said policy of Insurance to said Brook S. Jamison for his the said Brook S. Jamison's benefit in the event of a loss by fire, and the said J. Latimer Warfield doth likewise covenant to and with said Brook S. Jamison for said consideration, that he the said J. Latimer Warfield will during the continuance of this Mortgage pay all taxes, assessments public dues or charges levied or to be levied by law, as well on the mortgage debt hereby created or secured as upon the property hereby mortgaged on or before the last day of December in each year for which such taxes or assessments may be levied, and it is hereby agreed between the said J. Latimer Warfield and the said Brook S. Jamison that should the said J. Latimer Warfield fail to do or perform any one or more of the covenants or things hereby by him agreed to be performed or done, it shall be held to be such a breach of condition as shall authorize the said Brook S. Jamison, his personal representatives and assigns to proceed forthwith to a sale of the Mortgaged property, as hereinafter provided and the payment of the entire debt whether all the installments be due or not, together with the accrued interest, costs and expenses, Provided that until default of payment or breach of some one of the aforegoing covenants the said J. Latimer Warfield possess the as of his present estate therein, And provided that if shall be made in the payment of the notes aforesaid or either or any of them or of the interest thereon or in either or any of them at the time or in the manner aforesaid, or if breach be made by said J. Latimer Warfield in any of the aforegoing covenants or agreements then it shall be lawful whether the whole of said indebtedness be due or not, for the said Brook S. Jamison his personal Representatives and assigns to sell said mortgaged premises or the premises by public auction for cash after give at least twenty days public Notice of the time, place, terms and manner of sale in some Newspaper published in Frederick County, prior to the day of sale and to apply the proceeds of sale to the payment in the first place of the expenses attending said sale including the usual chancery Commissions and counsel fees and then to the payment of the said debt whether all due or not and the surplus if any to pay to the said J. Latimer Warfield. Advertisem

Witness my hand and seal

Test:- James L. Leather — James L. Warfield (Seal)

J. Peace

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this seventh day of November Eighteen hundred and Eighty three before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid personally appeared the above named J. Latimer Warfield and acknowledged the aforegoing mortgage to be his act.