

Exhibit No. 1.

No. 7144 Equity

1888, and recorded in Liber N. S. P. M. 9, folio one 180, one of the Land Records of Frederick County.

This:—All that part of a tract or parcel of land, situate and lying within County and State aforesaid, and being part of a tract of land called "Friedland" containing six acres of land more or less, and being the same land conveyed unto the said John D. Long by John N. Brown and wife, by deed dated March 26th, 1897, and recorded in Liber J. L. J. M. 7, folio 545, one of the Land Records of Frederick County,

Provided that if the said John D. Long and Laura E. Long, his wife and Mary C. Long, our Executors, Administrators or assigns, shall pay or cause to be paid to the said Cephas M. Thomas, his executors, administrators or assigns, the said promissory note at the maturity thereof, together with all the interest that may accrue thereon, according to the terms and conditions thereof, and shall well and faithfully comply with all the covenants herein on this part contained, then this mortgage shall be void.

Provided further that until default shall be made in the payment of the said promissory note at the maturity thereof, or of the interest thereon as aforesaid, the said John D. Long and Laura E. Long, his wife and Mary C. Long, shall occupy and possess the said mortgaged premises as of their present estate therein.

But if default shall be made in the payment of the said promissory note at the maturity thereof, or if default shall be made in the payment of any one installment of interest thereon, when due and payable by the terms and conditions thereof, or if default shall be made in any of the covenants hereinafter contained, then it is hereby agreed that the whole mortgage debt shall become due and payable, whether the same shall have matured by the terms thereof or not and it shall then be lawful for the said Cephas M. Thomas, his executors, administrators or assigns, or his duly constituted attorney, to sell the said mortgaged premises at the Court House door in Frederick City, Md, or on the premises as he or they may prefer, at public auction for cash, first giving at least three weeks notice of the time, place, manner and terms of sale by advertisement inserted in some newspaper published in Frederick County, once a week successively, prior to the day of sale;— And the proceeds arising from such sale shall be applied as follows:— First, to the payment of all costs, charges and expenses of sale, including reasonable counsel fees and such commissions to the person making such sale, as are usually allowed Trustees for making sales of real estate in Equity;—

Second, to the payment in full of the said promissory note and the interest due thereon up to the time of payment, whether the same shall have matured by the terms thereof or not, and lastly the surplus, if any, shall be paid to the said John D. Long and Mary C. Long, their executors, administrators or assigns according to their respective interests.

And the said Mortgagors do hereby covenant that they cause the buildings on said mortgaged premises to be insured from loss by fire in some safe and reliable insurance Company in a sum not less than Twelve Hundred Dollars, that they will during the continuance of this mortgage keep the same insured, pay the premiums thereon

Advertisement