

NO. 7995. Equity.

Exhibit No. 1 To report of sales.

Filed February 20-1906.

This Mortgage made this first day of April Eighteen hundred and ninety by me Benjamin B. Carter of Frederick County, State of Maryland.

Witnesseth, whereas the said Benjamin B. Carter by his promissory note bearing date first day of April in the year 1890 drawn for Two hundred and fifty seven Dollars payable one year after date with interest from date. Standing indebted unto Sarah Koutzahn in the said sum of two hundred and fifty seven Dollars, and whereas the said Benjamin B. Carter, is desirous to better secure the payment of said two hundred and fifty seven Dollars, with the interest thereon when due and payable, according to the tenor of his said promissory note.

Now therefore I the said Benjamin B. Carter do grant in fee simple unto Sarah Koutzahn of Frederick County, State of Maryland, all the following described part of a tract of land situated in Frederick County, Maryland, and being part of a tract of land called "The Land of Promise" and being all the land which the said Benjamin B. Carter obtained from John A. Kaymer and others by a deed bearing date twenty seventh day of March in the year 1890, and now of record among the land records of Frederick County, Maryland.

Provided always that if the said Benjamin B. Carter shall well and truly pay the said sum of Two hundred and fifty seven Dollars when due and payable, and shall well and truly pay the interest thereon, according to the tenor of his said promissory note, then this Mortgage shall be null and void and of no effect.

But if default shall be made in any condition of this Mortgage, then it shall be lawful for the said Sarah Koutzahn her personal representatives or assigns to enter upon the hereby mortgaged premises and sell the same at the Village of Cellertown in said County at public sale for cash, after giving at least twenty days notice of the time, place, manner, and terms of sale, by advertisements inserted in one or more newspapers published in Frederick County; and as to the proceeds of such sale after payment of all costs and expenses attending such sale the usual chancery commissions to the mortgagee for making such sale, a reasonable Counsel fee, the said debt and interest hereby indebted to be secured, then to pay over any surplus proceeds to the said Benjamin Carter, his executors, admors