

payable semi-annually. The above note is secured by mortgage of even date herewith

Witness--

Samuel S. Orr.

C. H. Eokstein.

For value received without recourse I hereby assign the within note to Wm. H. Smith.

Geo. W. Webster.

EXHIBIT NO. 1.

This mortgage made this 19th day of May in the year nineteen hundred and thirteen by us, Samuel S. Orr, of Frederick County, State of Maryland.

Witnesseth--Whereas the said Samuel S. Orr now stands indebted unto George W. Webster of said County and State, in the sum of Five Hundred Dollars, (\$500.00) upon his promissory note bearing even date herewith payable to the order of George W. Webster, one year after date with interest thereon from date at the rate of six per cent per annum, the interest to be paid semi-annually, and for the better securing the payment of the said promissory note at maturity, and for the further con-

sideration of the sum of Five Dollars, to me cash in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, I the said Samuel S. Orr, do hereby grant and convey in fee simple unto the said George W. Webster, all that lot, tract or parts of tracts of land, situated lying and being on the West side of the old Frederick and Emmitsburg turnpike road and about three and one-half miles North of Frederick City, and being all and the same property as described in a deed from the Frederick and Emmitsburg Turnpike Company, a body corporate, to the said Samuel S. Orr, by deed dated on the 29th day of September, in the year nineteen hundred and eleven, and duly recorded in liber H. W. B. No. 298 folio 240 one of the land records of Frederick County.

Together with all buildings, improvements, rights, ways privileges and appurtenances thereunto belonging or appertaining.

Provided that if the said Samuel S. Orr, his personal representatives or assigns shall pay the said promissory note with all interest due thereon at maturity, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

And further provided that until default be made in the payment of the promissory note aforesaid at maturity, or in the payment of any installment of interest thereon, when the same is due according to the tenor of said promissory note, the said Samuel S. Orr shall possess the said mortgaged property as of present estate therein. and still further provided that if default be made in the payment of said promissory note at maturity, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case, it shall be lawful for the said George W. Webster, his personal representatives or assigns to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Frederick County, Maryland, at public auction for cash after having given at least three weeks notice of the time place manner and terms of sale in some newspaper published in Frederick City, Frederick County Maryland, once a week prior to the date of sale; and to apply the proceeds of sale to the to the payment in the first place of the expenses attending the sale, including the usual chancery commissions and a reasonable counsel fee, and then to the payment of the promissory note aforesaid with all interest due thereon, whether the same be due and payable according to the tenor of said