Thomas, Executors of Anna Mary Thomas, deceased, mortgage of Mzry W. Thomas the property and real estate described in the annexed advertisement of sale and containing 144 acres, 1 rood and 112 perches of land, at and for the sum of Fifty nine and 50/100 dollars per acre, and I hereby agree to comply with the terms of sale as set forth in said advertisement and pay the full amount of purvhase money upon the ratification thereof by rhe Court.

Witness my hand and seal this 11th day of February 1914.

John W. Allnutt, (seal)

Witness-- Purchaser.

William E. Darner, Auct.

The sum of five dollars has been paid us this day as part of the above purchase price.

David D. Thomas

J. Travers Thomas.--

Executors etc.

EXHIBIT NO. 1--MORTGAGE.

This mortgage made this 23d of February in the year nineteen hundred and three by me Mary C. Thomas, widow, of Frederick County in the State of Maryland.

Witnesseth--That whereas I now stand indebted unto a certain Anna Mary Thomas of the said County and State in the sum of Ten Thousand ($10,000.) dollars, by my promissory note of even date herewith, payable two years after date; and whereas I desire to fully secure the payment of said sum of money when the same becomes due, according to the tenor of said peomissory note, I do execute this mortgage.

Now therefore in consideration of the premises and of the further sum of Five Dollars in hand paid the receipt whereof is hereby acknowledged, I the said Mary C. Thomas, do hereby grant and convey unto the said Anna Mary Thomas all that farm adjoining the town of Adamstown in said County, consisting of all that lot, tract or parcel of one hundred and eighty three acres, two roods and thirty-four and one-half square perches, more or less, which was conveyed to the said Mary C. Thomas by Thomas L. Yhomas, trustee, by a deed bearing date Jan. 14th, A. D. 1889, recorded in liber W. I. P. No. 6 folio 673, one of the land records of said County, and which is described by metes and bounds, courses and distances, in a deed from Daniel Rhodes and Susan Rhodes his wife, to a certain John C. Osborne, bearing date Nov. 19th A. D. 1864, recorded in liber J. W. L. C. No. 2 folio Folio 193 &c., one of the land records aforessaid, excepting therefrom five and eighty-three one-hundredths acres thereof conveyed by the said Mary C. Thomas to the Baltimore and Ohio Railroad Company, a body corporate, by deed bearing date Dec. 21st, A. D. 1900, recorded in liber D. N. H. 15, folio 114, one of the land records aforesaid, leaving for the quantity of land intended to be conveyed hereby, one hundred and seventy-six acres, three roods and twenty-one and seven-tenths square perches, more or less, all of which will more fully appear by reference to said deeds; provided that if I the said Mary C. Thomas, pay the said sum of money according to the tenor of said promissory note, then this mortgage shall be void.

And I the said Mary C. Thomas, for myself, my heirs, executors, administrators and assigns, hereby covenant and agree with the said Anna Mary Thomas, her executors, administrators and assigns as follows--

1st.--That I will pay the said sum of Money when the same becomes due, according to the tenor of said premissory note, and

2nd. That I. will, during the existence of this mortgage, keep the dwelling house and outbuildings on said land fully insured against loss by fire in some respnsible Fire Insurance Company for the use and benefit of the said Anna Mary Thomas, her executors, administrators and assigns, and that in the event of a loss the money due under the policy of insurance shall be payable the said Anna Mary Thomas, her executors, administrators, or assigns, as the mortgage interest may appear.

And it is hereby further provided that in the event of any default on my part, either in the pay-