

EXHIBIT NO. 1.

This mortgage this second day of April in the year nineteen hundred and one, by me Horracene Wilson of Frederick County State of Maryland.

Witnesseth--That in consideration of the sum of Six Hundred dollars, nowing upon her promissory note for said sum of money, bearing even date herewith and payable twelve months after date unto Thomas F. Castle, or order, at the rate of Five and a half per cent payable semi-annually, and in order to secure the payment of said promissory note and the interest thereon according to the tenor thereof, I said Horracene Wilson do hereby grant unto said Thomas F. Castle, all that lot of ground with the improvements thereon, situate, lying and being on the North side of West Seventh street, in Frederick City, Frederick county, State of Maryland, it being part of lot No. 7 on a plat filed in No. 5554 Equity, in the Circuit Court for Frederick County, in Equity, and being the same real estate conveyed to Ida M. Wachter by Bion E. Bopst and wife, by deed dated January 29th 1890 and recorded in liber W. I. P. No. 9 folio 665, one of the land records of said Frederick County, and subsequently conveyed by said Ida M. Wachter and Ida N. Wachter, executrix, to said Horracene Wilson, by deed dated November 12th 1894, and recorded in liber J. L. J. No. 7 folio 413, one of said land records.

Provided however, that if the said Horracene Wilson shall pay the aforesaid promissory note for six hundred dollars at maturity, and the interest thereon, and shall perform the covenants herein contained, then this mortgage shall be void.

The mortgagor hereby covenants that she will pay said sum of Six Hundred Dollars and the interest thereon according to the tenor of said promissory note, and she hereby further covenants that she will cause the buildings and improvements on said mortgaged premises to be insured against loss and damage by fire in a sum of not less than Six Hundred dollars and that she will cause the policy of such insurance to be so endorsed or assigned as that in case of loss or damage by fire the proceeds thereof will inure to the benefit of said mortgagee.

Provided that if default shall be made in the payment of the aforesaid promissory note, or of the interest thereon according to the tenor thereof, or in the performance of any of the covenants contained in this mortgage, then it shall be lawful for said Thomas F. Castle, his personal representatives or assigns to sell the hereby mortgaged property at the Court house door in Frederick City, Maryland, at public auction for cash after having given notice of the time, place, manner and terms of sale by advertisement once a week for at least three successive weeks prior to the day of sale, in some newspaper published in said Frederick County, Maryland, and the proceeds of such sale shall be applied first to the payment of all expenses incident thereto, including the usual chancery commissions and reasonable counsel fees, secondly to the payment of the aforesaid promissory note and the interest thereon to the day of sale, and the surplus, if any, pay the same to said Horracene Wilson.

Witness my hand and seal.

Test--

Horracene Wilson (seal)

Thad M. Biser.

State of Maryland, Frederick County, Set--

I hereby certify that on this 2nd day of April A. D. 1900 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Horracene Wilson the above named mortgagor and did acknowledge the foregoing mortgage to be her act; and at the same time also personally appeared Thomas F. Castle the above named mortgagee, and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide as therein set forth; and also made oath on the Holy Evangely of Almighty God that he has not required the mortgagors, her agent or attorney, or any person for said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance; nor will he require the same to be paid by said