

March 1st. 1912. Interest of this note paid to date , (for 1911.  
 March 2nd 1905 Received one year's interest on the within note, \$62.50.  
 March 2 1906- Rec'd. one year's interest on the within note \$62.50

J. E. Payne.

Received on the within interest to to date march 2nd 1908, March 2d 1908, received Fifty Dollars on this within note.

May 7/09. Interest paid to March 14 09.

March 1st 1910, Interest paid to date. --

Nov. 1 1910. Paid \$350 on principal and interest in full to Nov. 1 1910.

Francis E. Kreitz note of \$1250.

EXHIBIT NO. 1.

At the request of J. Edwin Payne and Margaret C. Payne, the following Mortgage is received for record and recorded May 3rd 1910<sup>4</sup> at 9.35 o'clock A. M.

Test--Samuel t. Haffner, Clerk.

This mortgage made this fourth day of April in the year ninetn hundred and four, by Francis E. Kreitz and Sarah Kreitz, his wife, of Frederick County, Witnesseth--Whereas the said Francis E. Kreitz stands indebted unto J. Edwin Payne and Margaret C. Payne, his wife, in the sum of Twelve hundred and fifty dollars upon his promissory note of even date herewith payable to the said J. Edwin Payne and Margaret C. Payne, his wife or order three years after date, with interest at five per cent per annum from the first day of April 1904, the said interest to be paid annually, the said J. Edwin Payne and Margaret C. Payne his wife to accept payments on the said promissory note at any time, provided that not less than fifty dollar at any one time on the principals and for the purpose of better securing the payment of the said promissory note at maturity and the interest thereon this mortgage is executed. Now in consideration of the above premises and one dollar in hand paid, we the said, we the said Francis E. Kreitz and Sarah Kreitz his wife do grant and convey in fee simple unto J. Edwin Payne and Margaret C. Payne his wife, all the following two tracts or parcels of real estate, first, all that lot of ground with the improvements thereon, situate and lying on the North side of West Main street in the town of Emmitsburg, Frederick County, State of Maryland, and fronting on said street thirty five feet and running back to an alley, it being the Eastern part of lot No 14 as designated on the plot of Shields Addition to Emmitsburg, being the same real estate that was conveyed to the said Francis E. Kreitz by J. Edwin Payne and Margaret C. Payne, his wife by deed of even date with these presents. Second, all that lot of ground with the improvements thereon, situated in Frederick County, State of Maryland, about one and a half miles North West of Emmitsburg, adjoining lands of Sebastian Florence, Lewis A. Overholtzer and others containing two acres of land more or less. It being the same real estate that was conveyed to the said Francis E. kreitz by Henry Stokes Executor of the last will of JAcob Bentslate of Frederick County, deceased, by deed dated second day of February 1882 and recorded in Liber W. I. P. No. folio 233, one of the land records of Frederick County, provided that if the said Francis E. Kreitz shall pay to the said J. Edwin Payne and Margaret C. Payne his wife the promissory note aforesaid, at maturity with the interest thereon, then this mortgage shall be void. Provided that until default of payment of the said Francis E. Kreitz shall possess the premises and provided that if default shall be made in the payment of the money aforesaid, or of the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said J. Edwin Payne and Margaret C. Payne his wife to sell the said mortgaged real estate in front of the Emmit House in Emmitsburg by public auction for cash, after <sup>having</sup> giving at least three weeks notice of the time, manner and terms of sale in some newspaper printed in Frederick County four successive weeks prior to the day of sale and to apply the proceeds arising from such sale in the first place of the expenses attending said sale including reasonable counsel fees and commissions and then to the payment of the said promissory note and all interest due thereon, and the surplus if any over to the said Francis E. Kreitz, the said Francis E. Kreitz covenants that he will during the continuance of this mortgage keep the mortgage property in Emmitsburg insured for not less than Eight Hundred Dollars, and that he will assign the policy of insurance to the said J. Edwin Payne and Margaret E. Payne his wife for their benefit on case of loss by fire and the said Francis E. Kreitz also covenants that he will pay all taxes assessed on the said real estate hereby mortgaged as they become due, and it is hereby agreed between the parties hereto that should the said Francis E. Kreitz fail to do or perform any one or more of the things hereby by him agreed to be done and performed, it shall be held