

## EXHIBIT MORTGAGE No. 1.

At the request of the Loats Female Orphans Asylum & Co, the following Mortgage is received for record and recorded March 28th 1912 at 1.50 O'Clock P.M.

Test, Harry W. Bowers, Clerk.

This Mortgage made this 27th day of March A.D. 1912 by Ellen V. Brookey, Widow, of Frederick County Maryland, Whereas the said Ellen V. Brookey is justly indebted unto the Loats Female Orphans Asylum, of Frederick City, in the County of Frederick, a corporation duly incorporated under the laws of the State of Maryland, in the full sum of One Thousand Dollars (\$1000.) and has given therefor to said Corporation her promissory note for the said principal sum which said note is of even date herewith payable to said Corporation or order twelve months after date with interest from date at the rate of five and one half per cent per annum, payable semi-annually, to better secure the payment of which said promissory note together with the interest due thereon, when as the same shall become due and payable, these presents are executed, Now therefore this Mortgage witnesseth that in consideration of the premises and of the sum of one dollar in hand paid, the said Ellen V. Brookey does hereby grant and convey in fee simple unto the said The Loats Female Orphans Asylum of Frederick City, in the County of Frederick, a corporation, as aforesaid, its successors and assigns, all of that lot or part of a lot of ground situated on the south side of East Six Street, in Frederick City Frederick County Maryland, Beginning for the same at a point 212 feet West of the North East Corner of East Sixth and East Streets and running West with the building line of said Street, sixty feet more or less, South a one hundred and ninety feet six inches more or less, to a fourteen foot alley, with the right to use said alley in common with the owners of other lots binding thereon, thence Eastwardly, sixty feet more or less with the Northern line of said Alley; thence North one hundred and ninety feet six inches to the beginning, it being part of a lot of ground conveyed to the Improvement Land and Building Association of Frederick Maryland, a body corporate by John W. Miller and Wife, by deed dated June 11th, A.D. 1868 and duly recorded in Liber C.M. No. 2, folio 100 one of the land records for Frederick County, and known in the sub division of said lots as Lots Nos 8 and 9, and being the same lot or parcel of land conveyed to the said Ellen V. Brookey by the said Improvement Land and Building Association of Frederick Maryland, a body corporate aforesaid, by deed dated October 22nd, 1901, and recorded in Liber D.H.H. No. 11, folio 648 etc one of the land Records for Frederick County, Together with the Improvements thereon and the rights, ways, waters privileges and appurtenances thereto belonging, or appertaining. Provided that the said Ellen V. Brookey, her heirs personal representatives or assigns shall well and truly <sup>pay</sup> the aforesaid sum of One Thousand dollars with interest aforesaid when and as the same shall become due and payable according to the tenor of the aforesaid promissory note, and shall perform all of the covenants on her part to be performed then this Mortgage shall be void. And the said Ellen V. Brookey for herself her heirs, personal representatives and assigns hereby covenants to pay when legally demanded, to the said mortgagee, or its assigns, the said mortgage note and the interest hereby intended to be secured. But if default should be made in the payment of the aforesaid promissory note or of the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same, according to the tenor of said note, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for Horace C. Zacharias, Treasurer and Trustee of the said Mortgage, or for the assignee of said mortgage, to sell at public auction, the property hereby mortgaged for cash, at any time after such default, and to grant and convey the said property unto the purchaser thereof, and the manner of making said sale shall be as follows; the said sale shall be made at the Court House door in Frederick Maryland, after giving at least twenty days notice of the time, place and terms of sale, in some newspaper printed in Frederick County, Maryland, and in the event of a sale of said property under the powers hereby granted, the proceeds arising therefrom shall be applied, first to the payment of all expenses incident to said sale, including a commission to the party making said sale equal to the commission allowed to trustees for making sale of property under a decree of a court having Equity jurisdiction in the State of Maryland, and a reasonable counsel fee to the solicitor of the Mortgage, secondly to the payment of all claims of the mortgagee its successors or assigns under this mortgage whether the same shall have matured or not, and