

the within cause, with the right to the said Thomas C. Hays Administrator to answer said Bill of Complaint or make such defence thereto as he desires in the premises.

Filed Jan-30-1915.

Hammond Urner

EXHIBIT NO. 1: to PETITION OF THOS. C. HAYS

At the request of James T. Hays the following Mortgage is received for record and Recorded April 5th 1897 at 1.10 O'Clock P.M. TEST: John L. Jordan Clerk.

This Mortgage, made this 29th day of March A.D. 1897 by Mary C. Biggs of Frederick County, in the State of Maryland, Witnesseth, Whereas the said Mary C. Biggs now stands indebted unto James T. Hays in the full and just sum of Two Hundred and fifty dollars by her promissory note of even date herewith, payable one year after date thereof, with interest from date, and Whereas it is the desire of the said Mary C. Biggs to secure unto the said James T. Hays, the payment of the said sum of Two Hundred and fifty dollars and the interest thereon when due and payable according to the tenor of the aforesaid promissory note and for that purpose executes this Mortgage Now Therefore in consideration of the premises and of One dollar in hand paid I the said Mary C. Biggs do grant unto the said James T. Hays, all that lot or parcel of land situated in Frederick County in the State of Maryland containing Forty two acres and Eleven perches of land more or less, also that wood lot containing four acres two roods and nine perches of land with the right of way for a road particularly described in a deed from William J. Fox and Julia A. Sophia Fox his wife to the said Mary C. Biggs bearing date the 29th day of September A.D. 1896 and recorded in Liber J.L.J. No. 14 folio 469 to one of the land Records of Frederick County, Provided that the said Mary C. Biggs shall pay to the said James T. Hays the said sum of Two hundred and fifty dollars and the interest thereon when due and payable according to the tenor of the promissory note above mentioned then this mortgage shall be void. But if default be made by the said Mary C. Biggs in the payment of the said sum of Two hundred dollars and fifty dollars and the interest thereon when due and payable according to the tenor of the promissory note aforesaid then it shall be lawful for the said James T. Hays or his assigns to sell the above described real estate at the Western Maryland Hotel in the town of Emmitsburg Maryland at public Auction for cash after giving not less than three weeks notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Frederick County for three successive weeks prior to the day of sale and he shall apply the proceeds of said sale as follows, First the payment of all costs attending said sale including commissions and a reasonable counsel fee for reporting said sale and preparing necessary papers all taxes that may be due then to the payment of the above mentioned mortgage debt and the interest thereon and the balance if any to be paid to the said Mary C. Biggs,

Witness my hand and Seal

Mary C. Biggs (SEAL)

TEST Henry Stokes

State of Maryland, Frederick County, to-wit

I hereby certify that on this 29th day of March A.D. 1897 before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County aforesaid personally appeared Mary C. Biggs and acknowledged the foregoing mortgage to be her Act. And at the same time also appeared James T. Hays and made oath in due form of law that the consideration mentioned in the above mortgage is true and boni fide as therein stated, And he also made oath on the Holy Evangelical of Almighty God that he has not required the Mortgagor her Agent or Attorney or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid in advance nor will he require the same to be paid by the Mortgagor or any person for her during the existence of this Mortgage

Henry P. Stokes J.P.