

"EXHIBIT NO 1"

At the request of the Middletown Savings Bank the following Mortgage is received for record and recorded April 2nd, 1910, at 10.11 O'Clock A.M.

Test!- Harry W. Bowers, Clerk.

This Mortgage made this 28th day of March in the year Nineteen Hundred and Ten, by Marshall H. Fulmer, and Cora J. Fulmer, his wife, Witnesseth! that for and consideration of Four thousand dollars now due from the said Marshall H. Fulmer and Cora J. Fulmer to the Middletown Savings Bank of Frederick County, State of Maryland, a body corporate, upon their promissory note of even date herewith, payable to the order of the said, Middletown Savings Bank of Frederick County, Six months after date, we, the said Marshall H. Fulmer and Cora J. Fulmer do grant and convey unto the said Middletown Savings Bank of Frederick County, State of Maryland, all the following described pieces of land situate in Frederick County, State of Maryland, and being all the same tract of land, which was conveyed unto the said Marshall H. Fulmer by deed executed by Eugene G. Smith, and Emma J. Smith his wife, bearing even date herewith, and intended to be recorded among the Land records of Frederick County, prior to, or simultaneously with the recording of this Mortgage it also being all and the same land which was conveyed unto the said Eugene G. Smith by deed executed by Conrad and Elizabeth Smith his wife, dated Dec, 17th 1902, and recorded in Liber D.H.H. No. 17, folios 56 & 57, one of the Land records of Frederick County, as by reference thereto will fully appear Containing 81 acres and $33\frac{1}{2}$ square perches of land, more or less Provided that if the Marshall H. Fulmer and Cora J. Fulmer shall pay the aforesaid note at maturity, or any renewal at maturity, then this Mortgage shall be void, otherwise to be in full force and affect, and the said Mortgagors covenant to keep the buildings on the said Mortgaged premises fully insured from loss by fire, to pay the premiums of insurance and assign the said policy of insurance to the said Bank, and to pay all taxes on the property hereby conveyed, and they further covenant that should they fail to pay the insurance and taxes, and the said Bank should pay the same, then such amounts so paid, with interest thereon shall be a lien on the Mortgaged property as though included in the first instance on the Mortgage. itself, Provided that if default be made by the said Mortgagors, in the payment of the said note or renewal at maturity, then it shall be lawful for George W. Gaver of Middletown, Maryland, to enter and sell the Mortgaged premises at the mortgaged premises at public auction for cash, after having given at least three weeks public notice of the time, place manner and terms of sale, in some newspaper published in Frederick County, at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of all expenses attending the sale, including Court costs, the usual Chancery Commissions, all Council fees of the Mortgagee, or assignee, and then to the payment of the said promissory note, with the interest thereon, or the last renewal thereof, and to pay the /m unt of taxes and insurance, premiums paid, and to pay the surplus to the said Mortgagors, and in case payment should be made after advertisement under said power, then accrued expenses and only half commissions shall be paid by the said Mortgagors. Witness our hands and seals

Test!- Jehn L. Rutzahn.

Marshall H. Fulmer (Seal)
Cora J. Fulmer (Seal)

State of Maryland, Frederick County, to wit!-

I hereby certify that on this 28th day of March in the year Nineteen hundred and ten before me the subscriber a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Marshall H. Fulmer and Cora J. Fulmer his wife, and did each acknowledge the aforesaid mortgage to be their respective act, and at the same time personally appeared George W. Gaver President and agent of the said Middletown Savings Bank of Frederick County, and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth; and also made oath in due form of law, that he has not nor has the said Bank required the said Mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he, nor will the said Bank require any tax levied thereon to be paid by the Mortgagors or any person for them during the existence of this Mortgage, and he further made oath in due form of law that he is the president and agent of said Bank and authorized by said Bank to make this affidavit.