

No. 9855, Equity.

Exhibit No 1.

THIS MORTGAGE, Made this second day of June, in the year Eighteen hundred and Eighty Two, by Mary E, Mornningstar, and Philip H. Mornningstar, her husband, of Frederick County, in the State OF Maryland, Witnesseth; that in consideration of the sum of Two hundred Dollars, with the Interest from the second day of June in the year Eighteen hundred and Eighty Two, now due from the said Mary E, Mornningstar and Philip H. Mornningstar, her husband, to William Wileexen, of the said County, and State, aforesaid, for which indebtedness, the said Mary E, Mornningstar and Philip H. Mornningstar, her husband, have executed their premissary Note, for Two Hundred Dollars, with interest, from date, on the Second day of JUNE, in the Year Eighteen hundred and Eighty Two, and payable -Six Months after date, to William Wileexen or Orday, Now therefore in consideration of The premises we the said Mary E, Mornningstar and Philip H Mornningstar, her husband do grant unto the said William wileexen all that lot or parcel of land, withthe buildings and improvements thereon situate lying and being in Lewistown District, in Frederick County, State of Maryland, and being definitely described, in a deed from Henry Mornningstar, and Mary E, Mornningstar, dated the twenty ninth day of September, in the year Eighteen Hundred and Seventy Nine, and recorded in Liber, E. G. Number 12 Folio 401, &c., One of the Land Records County; reference being had therefor, a certain welldefined description will fully and at large appear, containing five acres one rood and Twenty perches of land more or less, provided that if the said Mary E, Mornningstar and Philip H, Mornningstar, her husband, shall pay to the said William W. Wileexen the premissary Note as aforesaid at maturity, and shall pay any renewal thereof when such renewal note shall fall due and payable, and when payment thereof shall be demanded by the said William Wileexen, and shall perform all the covenants herein on the part of the said Mary E, Mornningstar and philip H, Mornningstar her husband, and covenanted to be performed, then this Mortgage shall be void,

And the said Mary E, Mornningstar and Philip H, Mornningstar, her husband, covenant with the said William - Wileexen that they will keep during the continuance of this Mortgage, the mortgaged preprty insured for a sum not less than Two hundred and Fifty dollars, paying the premiums and assessments thereon as they fall due and payable, and that they will assign, the policy of Insurance to said William Wileexen, for his benefit in case of loss by fire, and the said Mary E, Mornningstar, and Philip H, Mornningstar her husband, furthe covenants in like Manner, that should they fail in this particular and the said William Wileexen pay the premiums and Insurance necessary to keep said policy of Insurance in force, the payment of the premiums and assessments so paid with interest, thereon shall be a lien on the Mortgaged property, as though included in the first instance with Mortgage itself, and the said Mary E, Mornningstar and Philip H, Mornningstar her husband covenant with the said William Wileexen that they will pay all taxes, assessments, public dues or charges that levied by law upon the Mortgaged debt created and intended to be secured hereby, in each and every year, when such taxes shall become due and legally, demandable, during the continuance of this Mortgage and until the same is paid and fully satisfied, and provided that if default be made in the payment of the premissary note, aforesaid at maturity, or of any renewal thereof, when such renewal note shall fall due and payable, and when payment thereof shall be demanded by the said william Wileexen, or in the performance, of any of the covenants herein contained, then it shall be lawful for William Wileexen, his personal representatives or assigns to sell the said Mortgaged property by public auction, for cash after giving 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 to apply the proceeds of sale, first to the payment of all expenses, attending said sale, including usual Chancery Commissions, and necessary Council fees, for preparation and filing the Trustees' Bond, and Report of sales, then to the payment of said Mortgaged debt, and all interest due thereon, then to pay the surplus, if any, to the said Mary E, Mornningstar.

Witness our hands and seals

Test;

E. Robert Stokes.

her
Mary E, X Mornningstar (seal)
mark

his
Philip H, X Mornningstar (seal)
mark

State of Maryland Frederick County to -wit;

I hereby certify that on this second day of June, in the year Eighteen hundred and Eighty Two, before the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Mary E, Mornningstar and Philip H, Mornningstar her husband, and did each acknowledge the aforesaid Instrument to be their respective act and at the same time also personally appeared William Wileexen, and made oath in due form of Law, that the consideration stated in the aforesaid Mortgage, is true and bona fide as therein set forth,

Robert Stokes.

J.P.

Filed October 2nd, 1918.