

and belief, and that the said sale was fairly made.



In testimony whereof I hereunto set my hand and affix my official seal the day and year first above written.

(Filed March 2, 1923)

Louise Sebold
Notary Public.

EXHIBIT NO. 1.

At the request of Thomas C. Hays the following Mortgage is received for record and recorded April 11th, 1921 at 9.50 O'clock A.M. Test:- Eli G. Haugh, Clerk.

THIS MORTGAGE, made this 2nd day of April. A. D. 1921, by us, Allen G. Dorsey and Bertha Dorsey, his wife, of Frederick County, State of Maryland,

WITNESSETH; Whereas the said Allen G. Dorsey and Bertha Dorsey, his wife, now stand indebted to Thos. C. Hays the sum of Ten Thousand two hundred forty seven dollars (\$10,247.00), which said indebtedness is evidenced by the promissory note of the said Allen G. Dorsey or order (1) one year after date, with interest from date, at the rate of 6% per annum, payable annually, and wishing to better secure the payment of said note and interest thereon, as well as any renewal, replacement or substitutions thereof, by the execution of this mortgage.

Now Therefore this Mortgage Witnesseth; That in consideration of the premises and the sum of One Dollar (\$1.00), in hand paid, the said Allen G. Dorsey and Bertha Dorsey, his wife, do grant in fee simple unto Thos. C. Hays all the following described tract or parcel of land situate in Frederick County, Maryland, and described in a deed from Catharine Dorsey, bearing even date with these presents and intended to be recorded simultaneously herewith, and containing including the mountain lot Two Hundred and Thirty seven acres, two rods and twelve perches of land, more or less, it being the same property described in a deed from Allen G. Dorsey and others to the said Catharine Dorsey bearing date September 22nd. 1914, and recorded in Liber H. W. B. No. 312, Folio 58 etc, one of the Land Records of Frederick County.

Together with the buildings and improvements thereon and the rights, roads, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of land and premises unto and to the proper use and benefit of the said mortgagee and his assigns, forever.

Provided, that if the said Allen G. Dorsey and Bertha Dorsey, his wife, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants therein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Allen G. Dorsey and Bertha Dorsey his wife, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on the hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said mortgagors, for themselves and for their heirs, executors and assigns do hereby covenant to pay when legally demandable, but if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, 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 the said Thos. C. Hays his assigns or personal representatives, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to making such sale, in Emmitsburg, Frederick County, Maryland, in front of the Sagle Hotel in said town, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which sales shall be made in the manner following; to-wit:- Upon given twenty days notice of the time, place, manner and terms of sale, in