THIS MORTGAGE made this Second day of December, in the year Eighteen hundred and Ninety five, by us, William H. Orme and Hannah Orme, his wife, both of Frederick County, State of Maryland, Witnesseth:-

Whereas, the said William H. Orme, by his promissory note, bearing even date with these presents, and payable One year after date, to James Lee Simmons, or order, for the sum of Twenty four Hundred dollars, with interest from date, payable annually, at the rate of Five per cent, per annum, stands indebted unto the said James Lee Simmons in the amount of money i in said promissory note recited, and for the purpose of securing the payment of the said promissory note at the maturity thereof, together with all the interest that may accrue thereon, according to the tenor and effect thereof, We, the said William H. Orme and Hannah Orme his wife have agreed to execute these presents.

Now therefore in consideration of the above recited premises and the sum of One dollar in hand paid at and before the execution of these presents, the receipt whereof is hereby acknowledged, We, the said William H. Orme and Hannah Orme, his wife, do hereby grant unto the said James Lee Simmons all those pieces or parts of tracts and parcels of land, situate, lying and being in Frederick County, State of Maryland, being part of a tract of land called "The Resurvey on Hope", and part of a tract called "Brook Garden", containing in the aggregate SEVENTY THREE acres, TWO roods and TWO perches of land, and being the same parts of tracts and parcels of land which the said William H. Orme obtained from John A. H. Cunningham and Mattie E., his wife, by deed dated the 9th. day of April in the year 1864, and recorded in Liber J. W. L. C. No. 1, folio 558, one of the Land Records of Frederick County.

Provided that if the said William H. Orme, his executors, administrators or assigns, shall pay to the said James Lee Simmons, his executors, administrators or assigns, the said promissory note and all interest that may accrue thereon when due and payable by the terms thereof, then this mortgage shall be void. Provided that until default shall be made in the payment of the said promissory note at maturity or in the payment of the interest thereon when due, the said William H. Orme and Hannah Orme his wife shall occupy and possess the said mortgaged premises as of their present estate therein.

Provided also that if default shall be made in the payment of the said promissory note when the same shall be come due and payable by the terms thereof, or if default shall be made in the payment of the interest thereon when the same shall become due and payable by the terms of the said promissory note, then it is hereby agreed that the entire mortgage debt shall become due and payable whether the same shall have matured by the terms thereof or not, and in the event default shall be made in either particular, it shall and may be lawful for the said James Lee Simmons, his executors, administrators or assigns to sell the said mortgaged premises at public sale at the Court House door in Frederick City, Maryland, for cash:- But before making any such sale, the said James Lee Simmons, his executors, administrators or assigns shall first give at least twenty days notice by advertisements published in one or more newspapers published in Frederick County, of the time, place, manner and terms of sale:- and the proceeds of such sale shall be applied as follows,- First, to the payment of all costs, charges and expenses incurred in the sale of said mortgaged premises including reasonable counsel fees and such commissions to the said James Lee Simmons, his executors, administrators or assigns as are usually allowed trustees in Equity for the sale of real estate,- Secondly to the payment of the entire mortgage debt, with interest thereon up to the time of payment whether the same has matured or not by the terms of said promissory note, and lastly, to pay the surplus, if any, to the said William H. Orme or to his assigns.

And the said William H. Orme covenants with the said James Lee Simmons, that during the continuance of this mortgage he will pay all taxes, assessments public dues or charges