

therein stated and that said sales were fairly made.

Eli G. Haugh
CLERK OF THE CIRCUIT COURT FOR
FREDERICK COUNTY.

(Filed December 8, 1928)

EXHIBIT NO.1.

At the request of Joseph H. Bussard the following Mortgage is received
for record and recorded August 27th, 1924 at 2.07 O'clock P. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE Made this 26th day of August, 1924, by me, Reuben S. Kolb of Frederick County, Maryland, party of the first part, and Joseph H. Bussard, party of the second part.

WHEREAS: The said Reuben S. Kolb is justly indebted unto Joseph H. Bussard of Frederick County, Maryland, in the full and just sum of Twenty-Seven Hundred (\$2700.00) Dollars as evidenced by his promissory note of even date herewith, payable to the order of the said Joseph H. Bussard, six months after date, with interest at the rate of Six (6) Per Cent per annum and wishing to better secure the punctual payment of said note and the renewals and replacements thereof, this Mortgage is executed, which is a condition to the making of said note.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of Ten (\$10.00) Dollars, the party of the first part does hereby grant and convey unto the party of the second part in FEE SIMPLE, all the following described tracts of real estate, situate, lying and being in Frederick County, Maryland, and being the same real estate which was conveyed to the said Reuben S. Kolb, by deed dated the ____ day of August, 1924, by Charles C. Waters and Edgar H. McBride, attorneys in fact for Betty R. Kolb, and intended to be recorded prior to the recording of this Mortgage; A. All that tract of land conveyed to Lewis A. Kolb, by Samuel Hoke, dated April 1st, 1882, and recorded in Liber J.L.J. No. 1, Folio 328, B. All those tracts of land conveyed to Lewis A. Kolb, Trustee, dated May 9th, 1875, and recorded in Liber C. M. No. 10, Folio 486, and by deed from Daniel Kolb, Administrator to Lewis Kolb, dated May 9th, 1873, and recorded in Liber C. M. No. 10, Folio 487, excepting however, from the last mentioned Deed one acre and twenty five perches of land, sold by the said Lewis A. Kolb unto Phoebe Winpigler.

TOGETHER with the buildings, improvements, rights, ways, roads, waters, privileges, appertenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of land and premises thereto and to the proper use and benefit of the party of the second part, his heirs and assigns forever, provided that if the said Reuben S. Kolb, his heirs, and assigns, executors, or administrators shall pay or cause to be paid the aforesaid note according to the tenor thereof, and shall perform all the covenants herein on his part to be performed, then this Mortgage shall be void, And it is agree that until default be made in the premises, the said Reuben S. Kolb, his 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 said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt, and interest, the said Reuben S. Kolb for himself and for his heirs, executors, administrators and assigns does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue or any part of either 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 party of the second part, his heirs representatives or assigns 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