

EXHIBIT NO. 1.

At the request of S. Joseph Newcomer the following Mortgage is received for record and recorded Feb. 13, 1930 at 11:30 o'clock A. M.

Test: Eli G. Haugh, Clerk.

THIS MORTGAGE Made this 5th day of February, 1930, by us, Louis Montanaro and Fannie Montanaro, of Frederick County, Maryland, parties of the first part and S. Joseph Newcomer, party of the second part.

WITNESSETH: Whereas the said Louis Montanaro and Fannie Montanaro are justly indebted unto S. Joseph Newcomer in the sum of THREE HUNDRED (\$300.00) DOLLARS as evidenced by their promissory note of even date herewith, payable to the order of the said S. Joseph Newcomer twelve months after date, with interest at the rate of six per cent per annum, payable semi annually 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 precedent 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, we, the said Louis Montanaro and Fannie Montanaro, do hereby grant and convey in FEE SIMPLE to S. Joseph Newcomer all those pieces or parcels of land situate, lying and being East of Frederick City, in Frederick County, Maryland, and being all those lots or parcels of ground known and designated as Lots Nos. 1 and 2 in Block "B" as shown on the Plat of the subdivision of a part of the Trail farm made by Emory C. Crum, Civil Engineer, November 1, 1924, and recorded in Plat Book S. T. H., Folio 162, one of the Land Records of Frederick County.

BEING the same lots or parcels of ground which was heretofore conveyed to the said Charles H. Masser by deed from Charles McC. Mathias, bearing date of the 17th day of December, in the year 1924, and recorded in Liber No. 350, Folio 587 etc., one of the Land Records of Frederick County.

TOGETHER with all and singular the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, and especially the right to use all roads, streets, lanes, alleys and other thoroughfares as shown and designated on the aforementioned Plat, reserving, however, unto the Frederick County Agricultural Society a right of way over Monroe Avenue for the purpose of the construction and maintenance of a single track electric railway line over and upon said street.

TO HAVE AND TO HOLD the above described real estate and all rights, ways, privileges and appurtenances thereunto belonging unto himself, the said S. Joseph Newcomer, his heirs and assigns forever, in FEE SIMPLE, subject, however, to all of the reservations, restrictions, and covenants and agreements reserved and set forth in the above described deed from Charles McC. Mathias to the said Charles H. Masser, as if all of said conditions should have been set forth in this deed.

TOGETHER with the buildings, improvements, rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging or in anywise 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 Louis Montanaro and Fannie Montanaro, their 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 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 Louis Montanaro and Fannie Montanaro, 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 said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said Louis Montanaro and