

EXHIBIT NO. 1

at the request of the Commercial State Bank the following Mortgage is received for record and recorded February 5th, 1915, at 3.05 O'clock P.M.

Test: Harry W. Bowers, Clerk.

MORTGAGE

THIS MORTGAGE, made this 5th day of February, in the year 1915, by us, Helen S. Simmons, widow, and Jessie M. Simmons, unmarried, resident at Clarksburg, Montgomery County.

WITNESSETH that in consideration of the sum of Three Thousand (\$3,000.00) Dollars, now due from said Helen S. Simmons and Jessie M. Simmons, to the COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, a body corporate, we, the said Helen S. Simmons and Jessie M. Simmons, do grant and convey unto the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and its assigns, in fee simple, all those tracts, pieces or parcels of land, and all our right, title, interest and estate, therein, situate, lying and being in Urbana District, Frederick County, Maryland, comprising part of a tract of land called "Labyrinth" and part of a tract called "McKey's Choice" and fully described by metes and bounds, courses and distances in a deed from Levi Phillips and wife to James W. Simmons of date January 18th, 1835, and recorded in Liber J. S. #48, folios 132 & 133, one of the Land Records of Frederick County aforesaid, and which Samuel T. Simmons acquired by inheritance, containing 70 5/8 acres of land more or less; and also all that tract or tracts of land conveyed by deed from Samuel Simmons, Junior, to James W. Simmons of date March 28th, 1835, and recorded in Liber J. S. #49, folios 221, 222 & 223, one of the Land Records of Frederick County aforesaid, and which Samuel T. Simmons also acquired by inheritance, containing 113 1/8 acres of land more or less, the whole tract or tracts embraced in this mortgage containing 183 6/8 acres of land more or less, it being also all that real estate acquired by the said Helen S. Simmons and Jessie M. Simmons under the last will and Testament of the said Samuel T. Simmons, admitted to probate in the Orphans Court for Frederick County on Nov. 11, 1913, and recorded in S.D.T.No. 1, folio 306, one of the Record Books of Wills in the Office of the Register of Wills for the County aforesaid, the condition attached to the interest and estate of Jessie M. Simmons for the support and maintenance of Claude Simmons during his life and decent burial at his death, having ceased to operate, inasmuch as the said Claude Simmons has hitherto deceased and been decently buried, having been properly maintained until his decease;

Together with all buildings, improvements, rights, ways, easements, and appurtenances whatsoever thereunto belonging.

Provided that if the said Helen S. Simmons and Jessie M. Simmons shall pay at maturity the promissory note given for said indebtedness of Three Thousand (\$3,000.00) dollars of even date herewith by the said Helen S. Simmons and Jessie M. Simmons payable six months after date and made payable to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, or order, or any renewal of said note at maturity and comply with all the covenant in this mortgage, then this mortgage shall be void, otherwise to be in full force and effect. and the said Helen S. Simmons and Jessie M. Simmons covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, and to pay all taxes on the Real Estate hereby conveyed. and they further covenant that should they fail in paying the said taxes and the premiums for the said insurance and said COMMERCIAL STATE BANK OF FREDERICK, MARYLAND, should pay the same, then the amount of the taxes so paid and the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said Helen S. Simmons and Jessie M. Simmons in the payment of the said promissory note at maturity, or of any renewal thereof at maturity,