

Jacob Markell do grant in fee simple, to the President and Directors of the Frederick County Bank, all that moiety or one half of lot No. 33, situate on the south side of Patrick Street Frederick City, heretofore conveyed by William M. Merriell, Trustee to said Jacob Markell by deed recorded in Letter B.S. No. 4 folios 670 & 671, one of the Land Records of Frederick County. And also all those lots lying and being in Frederick County; State of Maryland being parts of a tract of land called "Birmingham" which were heretofore conveyed by Edwin J. Elliott Executor of the last will of Patton Jackson deceased, to said Jacob Markell, by deed recorded in Letter N.D. No. 2 folio 582 &c one of the Land Records of Frederick County, excepting and reserving such parts of said lots as have been heretofore sold by the said Jacob Markell, provided always, and it is the true intent and meaning of this Mortgage, that if said Jacob Markell shall pay to the President and Directors of the Frederick County Bank, the said sum of money in the said note specified at maturity, or if renewed, shall pay the sum mentioned in any note in renewal thereof at maturity when payment thereof shall be demanded by said Bank, together with all interest thereon, then this Mortgage shall be void. ~ But if default shall be made by me, my Executors administrators or assigns in the payment of the said sum of money, in said note specified at maturity, or if renewed, in the payment of any note in renewal thereof at maturity, and payment thereof shall be demanded then it shall and may be lawful for John St. Williams Cashier of said Bank or any future Cashier of said Bank, when default shall be made as aforesaid to sell such Mortgaged premises at public sale at the City Hotel Frederick City for one third of the purchase money to be paid in Cash on the day of sale, the residue in one and two Equal Annual payments from the day of sale, the purchaser giving notes with approved security, bearing interest from the day of sale, after having first given at least three weeks notice by advertisements published in Frederick County, of the time, place, manner and terms of sale, and I do hereby grant unto the said John St. Williams Cashier, or the Cashier for the time being of said Bank when default shall be made as aforesaid, full power and authority to make such sale, and to make Execute and acknowledge all such deeds or Conveyances as may be necessary to convey to the purchaser or purchasers a good title in fee simple to said Mortgaged premises ~ And after payment of all expenses incident to the execution of said trust, and the usual Commissions to himself allowed in sales under decrees in Equity, to pay off the debt to the said Frederick County Bank hereby intended to be secured, with all interest due thereon, and to pay over any surplus proceeds of said sales to the said Jacob Markell his Executors, Administrators or assigns. ~

Witness my hand and seal.

Test

Thos. M. Holbroun

*[Signature]*

Jacob Markell

*[Seal]*

Which was thus Endorsed ~

State of Maryland, Frederick County Sd.

I hereby certify that on this twelfth day of August Eighteen hundred and sixty two, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Jacob Markell and acknowledged the foregoing deed of Mortgage to be his act, and at the same time also appeared before me John St. Williams Cashier of the President and Directors of the Frederick County Bank, the Mortgage within named and made oath on the Holy Evangelists of Almighty God, that the considerations stated in such deed of Mortgage is true and bona fide, as therein set forth ~ Thos. M. Holbroun