

N^o 4370 Equity.At the request of the Fredk Town Savings Institution
the following Mortgage is recorded August 4, 1876

Elliott to 7

This Mortgage made this 4th day of August in the year of our Lord
One thousand Eight hundred and Seventy Six by James Elliott and
Sarah Elliott, his wife of Frederick County, State of Maryland.
Witnesseth that whereas the said James Elliott, owes and stands
justly, indebted to the Frederick Town Savings Institution in the
Sum of one Hundred Dollars for which amount he the said James
Elliott has Executed his promissory note to said Frederick Town Savings Institution
dated August 4th 1876 payable Six months after date negotiable and payable
at the Frederick Town Savings Institution and for the purpose of
Securing the payment of said Sum of one Hundred Dollars with interest
on any note given in renewal thereof. Provided the said Frederick
Town Savings Institution shall give its assent to a renewal of said
note, the said James Elliott, and Sarah Elliott, his wife do grant unto
the said Frederick Town Savings Institution the following described
lot or portion of ground lying and being in Frederick City Maryland
Beginning for the same at the North West Corner of Catherine Heffner's
brick house at the North end of Market Street and running thence
Northeastwardly, along the east edge of the sidewalk pavement 22 1/4 feet,
to the Southern line of Seventh Street recently opened thence with the
Southern line of Seventh Street Eastwardly, 150 feet more or less to the
dividing fence of the lot, heretofore owned by Christian Albaugh thence
with the said dividing fence Southwardly, 18 feet, more or less to the
North east corner of Christian Heffner's lot as now enclosed thence
with the Northern line of said Heffner's lot to the place of beginning
Containing 3000 square feet, more or less and being parts of Lots
N^o 251, 252, 253 and 254, in square No 30 on the plat of said
Frederick City and being also the same lot or parcel of ground which
was conveyed to the said James Elliott, by John William Lambright
and Ann R. E. Lambright his wife by deed bearing date November 13th
1875 and duly recorded among the said Records of Frederick County, in
Book D. S. No 4, folios 140 & c as by reference thereto, will more fully
and at large appear and the said James Elliott, and Sarah Elliott
his wife covenant that they will pay the aforesaid money, and that in
default of payment, the said Frederick Town Savings Institution may
enter. Provided that until default of payment, the said James Elliott, shall
possess the premises, and provided also that if default shall be made in
the payment of said promissory note, when the same shall become due
and payable or if the same shall be renewed, default shall be made
in the payment of any note or notes given in renewal thereof, at the
maturity thereof, then it may, and shall be lawful for Lewis Marshall
President and Sprig V. Scholl Secretary of said Frederick Town
Savings Institution or the survivor of them to sell the said mortgaged
premises at public sale on the premises either for cash or upon
such credit as he or they shall deem proper but before making any such