

Exhibit 8. and Seventy Seven by me James Elliott of Frederick County in the State of Maryland Witnesseth whereas the said James Elliott has and doth have unto the Franklin Savings Bank of Frederick in the sum of Fifteen Hundred Dollars upon a promissory note of even date herewith payable to Wm H. Nicodemus Secretary, or order Six months after date, and endorsed by the said Wm H. Nicodemus Secretary, to the said Franklin Savings Bank of Frederick and for the better securing the payment of the said promissory note or any renewal thereof when such renewal note shall mature and be due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick. I the said James Elliott, do grant, in fee Simple unto the said Franklin Savings Bank of Frederick all that part of a lot or or parcel of ground with the buildings and improvements thereon situated being and being on the north side of East Church Street in Frederick City Frederick County, Maryland being part of "Lot No. 87", and being described by metes and bounds courses and distances in a deed from Thomas H. O'Neal and wife to said James Elliott, dated the 29th day of September in the year 1855 and recorded in the Land Records of Frederick County aforesaid in Liber E. S. N. 7 folio 87 as by reference thereto will more fully appear. Provided that if the said James Elliott, shall pay to the said Franklin Savings Bank of Frederick the promissory note aforesaid at maturity or shall pay any renewal thereof when such renewal note shall mature and be due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick then this Mortgage shall be void. Provided that until default be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall mature and be due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick the said James Elliott shall possess the mortgaged premises as of his present estate therein and provided that if default be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall mature and be due and payable and when payment thereof shall be demanded by the said Franklin Savings Bank of Frederick then it shall be lawful for William H. Nicodemus Secretary of said Franklin Savings Bank of Frederick or his successor in office to sell the said mortgaged premises at the premises by public Auction for cash after first giving at least three weeks public notice of the time place and terms of sale in some Newspaper published in Frederick City once a week prior to the day of sale and to apply the proceeds of such sale to the payment in the first of the expenses attending such sale including reasonable costs, fees and commissions and then to the payment of the said promissory note or renewal thereof and all interest that shall accrue upon the same and the surplus if any, to pay the same over to the said James Elliott.

Exhibit 9