

Hammond stand indebted to the said Thomas Claggett, in the said sum of money, in said promissory note, recited and for the purpose of securing the payment of said sum of money, together with the interest due thereon when the same becomes due and payable according to the tenor and effect of said promissory note, I the said Thomas Hammond have agreed to execute this Mortgage now therefore in consideration of the above recited premises, I the said Thomas Hammond do grant, unto the said Thomas Claggett, all those piece parts and parcels of a Tract of Land called "Hammonds Good Luck" containing one hundred and forty, and one quarters Acre of Land and being the same land conveyed to said Thomas Hammond, by Rachel Hammond by deed dated on the 29th day of October 1819, & recorded in Liber J.S. N^o 9, folio 690 & one of the Land Records of Frederick County, Also, all those two parts or parcels of Land being part of a tract of Land called "Hammonds Good Luck" the first part containing one hundred and twenty two acres and six parcels of Land the second containing twenty four acres one Rod & seven tenths of Land and being the same land conveyed to the said Thomas Hammond by Carroll Hammond by deed dated on the fifteenth day of December 1826, and recorded in Liber J.S. N^o 26, folio 430 431 & 432, one of the Land Records of Frederick County, Provided that if the said Thomas Hammond My Executors or administrators shall pay, to the said Thomas Claggett, his Executors Administrators or assigns the said sum of money, in said promissory note, recited together with all interest due thereon when the same shall become due and payable according to the tenor and effect of said promissory note, then this Mortgage shall be void and provided further, that if default shall be made in the payment of the said sum of money, and the interest due thereon when the same shall become due and payable according to the tenor & effect of said promissory note, then it may, and shall be lawful for the said Thomas Claggett, his Executors administrators or assigns to sell the said Mortgage premises at public Sale at the City Hotel in Frederick City for Cash. But before making any such sale the said Thomas Claggett, his Executors Administrators or assigns shall first at least three week previous notice of such Sale by advertisements in some one or more of the Newspapers printed in in Frederick City, and such other notice as he or they shall think proper of the time place manner and terms of Sale and the proceeds of such Sale shall be applied as follows first to the payment of all costs charges & Expenses attending such sales including the usual chancery Commissions allowed Trustees for the Sale of Real Estate Secondly to the payment of the Mortgage debt, together with all interest due thereon and lastly the Surplus if any to pay to the said Thomas Hammond his Heirs or assigns.

Witness my hand and seal.

Test.
W. R. Johnson

Thomas Hammond

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