No 5271 Equity.

seven hundred dollars, or in the payment of the Interest thereon on or before the 29th. day of March in the year Eighteen hundred and eighty four, or in the payment at maturity of any promissory note that may be taken in renewal of or in substitution for said Four Thousand Seven hundred Dollar promissory note or that may be taken in renewal of or in substitution for any part thereof, then it shall be lawful for Thomas Gosnell, President of said Bank, or in case of his death or resignation for his successor in said Office to sell the said Mortgaged premises by public auction at the "City Hotel" in Frederick City for cash, after having given notice of the time, place manner and terms of sale by advertisements inserted in some Newspaper published in Frederick County for at least three successive weeks prior to the day of sale, and to apply the Proceeds of Sale to the payment in the first place of the Costs and expenses attending such sale including usual Commissions and reasonable Counsel fees for preparing Bond, Report of Sale, and attending to the ratification thereof, then to the payment of said sum of Four Thousand Seven Hundred Dollars, including all interest due thereon, or to so much thereof, as may remain due and unpaid whether represented by renewal or substituted notes or not, and then to pay the surplus if any to said Eldred H. Mobberly.

Witness our hands and seals

Test:
Joel Hall.

E. H. Mobberly (Seal)
(Seal)

State of Maryland, Frederick County, To-wit:-
I hereby certify that on this 29th. day of March in the year Eighteen hundred and eighty two, before the Subscriber a Justice of the Peace of the said State in and for the county aforesaid personally appeared Eldred H. Mobberly and did acknowledge the aforegoing Mortgage to be their respective act. Acknowledged before

Joel Hall J. P.

State of Maryland, Frederick County, To-wit:
I hereby certify that on this fifth day of April in the year Eighteen hundred and eighty-two, before the Subscriber, a Justice of the Peace of the said State in and for the County aforesaid personally appeared Thomas M. Markell, Cashier, of "The First National Bank of Frederick", the above named Mortgagee, and made oath in due form of Law that the consideration in the foregoing Mortgage is true and bona fide as therein set forth, and further in like manner made oath that he is the Cashier and Agent of said Mortgagee and is duly authorized to make this affidavit

Thomas Turner, J. P.

State of Maryland, Frederick County, Sct. - I hereby certify that the aforegoing is a true copy of the Original Mortgage, as Recorded in Libr. E. G. No. 5. folio 728 &c. Among the Land Records in the Office of the Clerk of the Circuit Court for Frederick County.

In Testimony whereof I hereto Subscribe my name and affix the Seal of the Circuit Court for Frederick County this 21st. day of February 1887.

PLACE OF SEAL

W. Irving Parsons, Clerk.