

Exhibit No. 7

No. 7379 Equity.

Subpoena.

deed dated on the 6th day of October in the year 1868 and recorded in the Land Records of Frederick County aforesaid in Liber C. M. No. 2 folio 388 re.
 Provided that if the said James A. Esworthy and Mary Elizabeth Esworthy his wife shall pay at maturity the promissory note given for said indebtedness of two hundred and fifty-five dollars of even date herewith by James A. Esworthy and Mary Elizabeth Esworthy his wife payable six months after date and made payable to William H. Nicodemus Secretary of the said Franklin Savings Bank of Frederick or any renewal of said note at maturity and comply with all the covenants in this mortgage then this mortgage shall be void otherwise to be in full force and effect. And the said James A. Esworthy and Mary Elizabeth Esworthy his wife covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said Franklin Savings Bank of Frederick or order, or any renewal of said note at maturity and comply with all the covenants in this mortgage, then this mortgage shall be void otherwise to be in full force and effect. And the said James A. Esworthy and Mary Elizabeth Esworthy his wife covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said Franklin Savings Bank of Frederick and to pay all taxes on the mortgage debt hereby secured and to pay all taxes on the Real estate hereby conveyed, and further they covenant that should they fail in paying the said taxes and the premiums for the said insurance, and the said Franklin Savings Bank of Frederick pay the premiums for the said insurance and the said taxes, the amount of the taxes so paid and the amount of the premiums so paid with interest thereon shall be lien on the mortgaged property as though included in the first instance in the mortgage itself.

Provided that if default shall be made by the said James A. Esworthy and Mary Elizabeth Esworthy his wife in the payment of the said promissory note at maturity or of any renewal thereof at maturity or if default shall be made by the said James A. Esworthy and Mary Elizabeth Esworthy his wife in the performance of any of the covenants in this mortgage then it shall be for the said William H. Nicodemus, Secretary of the said Franklin Savings Bank of Frederick or his successors in office to enter and possess and sell the said mortgaged premises at the Court House door in Frederick City, Maryland, public auction for cash or one half cash and the residue in six months from the day of sale at the option of William H. Nicodemus, Secretary of the said Savings Bank or of his successor in office after giving at least three weeks public notice of the time, place, manner and terms of sale in some newspaper published in the city of Frederick at least once a week for three successive weeks prior to the day of sale and to apply the proceeds of sale thereof to the payment of all expenses attending said sale, including court costs, the usual chancery commissions all counsel fees of the mortgage and then to the payment of the said promissory note with the interest thereon, that is due and unpaid or to the payment of the last renewal note that is due and unpaid and to pay the amount of the taxes and the amount of the premiums of insurance paid by the said Savings Bank with interest thereon from the time the said taxes and the said premiums were paid and to pay the surplus to the said Mary Elizabeth Esworthy.

Witness our hands and seals

Test: Thomas Durner.

James A. Esworthy (seal)
 Mary Elizabeth Esworthy (seal)

Filed June 15th 1901.

Subpoena

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