

"All that piece or parcel of ground situate, lying and being in the County of Frederick, State of Maryland, being a part of the same land which the said parties of the first part obtained from Gaver Urner & Keedy Trustees by deed dated the 29th day of August, 1902, recorded in the Land Records of Frederick County, Maryland, in Liber D.H.H. 15 at folio 154, and being described as follows: to wit:- for the part of said land hereby conveyed, "Beginning for the same at a stone planted at the end of a line drawn North Seventy degrees West two perches from the end of the third line in the deed to Mary J. Thomas and John M. Thomas, from Gaver Urner & Keedy, Trustees; recorded in Liber D.H.H. 15, at folio 154, one of the Land Record Books for Frederick County, Maryland, and running thence parallel with and thirty three feet from the fourth line of said deed North four and one half degrees, East thirteen perches to a point North Seventy degrees West two perches from the end of the eighth line in a deed to the Bennett Creek Slate Company, from Mary J. Thomas and John M. Thomas, dated July 29, 1903, and recorded in Liber D.H.H. 17, folio 503, one of the Land Records Books for Frederick County, Maryland, and running thence parallel with and thirty three feet from said line North twenty three and one quarter degrees West fifty four perches North forty one and one quarter degrees West, Seven perches, North thirty five degrees West, thirty seven perches to a point at the end of two perches on a line drawn South fifty five degrees West from South Bank of Little Bennett Creek, and running thence by lines of division March 26, 1909, to the land of said Thomas, South thirty seven and one half degrees West thirty perches; South twenty degrees East Sixty four perches; South seventy degrees East forty five and one half perches to the place of beginning containing twenty acres of land more or less, together with a right of way thirty three feet in width through the land of the parties of the first part running with and parallel to the first, second, third and fourth lines of this deed as laid off, and shown upon the plat of said land hereby conveyed embodied in and made a part of this deed, and continuing thence through the land of the parties of the first part to the nearest available point and outlet on the public road leading to Barnesville, Maryland, the course and lines of which extended right-of-way is to be hereafter more definitely established by agreement, and conveyance between the parties hereto and without additional cost to the party of the second part,"

and further provided in said deed that the said conveyance was:

"subject only to the lien of a mortgage encumbrance of record in the sum of Five Hundred Dollars, the principal of which the party of the second part assumes and agrees to pay as a part of the consideration hereof but without interest or costs thereon subject and further to the reservation to the use of the parties of the first part of all the growing timber on the land hereby conveyed, which the parties of the first part reserve from the operation of this deed: the party of the second part to have the right to the use of such timber as may be actually required in the working of Slate quarries on said property but not for removal sale or barter,"