

/provided, however, that such individuals then receiving or entitled to receive income therefrom shall provide the funds necessary for such conversion or alteration so that there shall not, for that purpose be any lien or mortgage of any sort created against the said trust property.

SEVENTH: Upon the death of the last survivor of the aforesaid named beneficiaries and all of their descendants, or upon the expiration of twenty-one (21) years after the death of the last survivor of said named beneficiaries and the aforesaid DAVID STEINMAN BERGER and HENRY WEINBERG BERGER, then the trustee is hereby directed to rent the said trust property, and the income to be derived therefrom shall be paid to THE BETH SHOLOM CONGREGATION, of Frederick, Maryland, a religious corporation, or unto its then existing successor organization, if any, said income to be used for synagogal purposes only, provided, that upon the dissolution of the said BETH SHOLOM CONGREGATION, of Frederick, Maryland, a religious corporation, duly chartered and organized under the laws of Maryland, or the permanent cessation of Jewish Congregation Worship in Frederick, Maryland, or upon the failure of said Congregation, or its successors, to have services conducted by a regularly ordained Rabbi, then the Trustee shall pay the income from the said trust property to THE FREDERICK CITY HOSPITAL ASSOCIATION, of Frederick, Maryland, to provide private rooms with private nurses for patients requiring such services and unable to pay for same. The income so derived from the rental of the said trust property shall be designated as the WEINBERG MEMORIAL FUND, in memory of LEO and L. RAE WEINBERG, AND THEIR DAUGHTERS, LEAH FRANCES, AMELIA AND ESTHER.

TO HAVE AND TO HOLD the said lot of ground and premises, above described, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining, unto and to the proper use of the said FARMERS AND MECHANICS NATIONAL BANK of Frederick, Maryland, in trust as aforesaid, and unto its successors and assigns in fee simple.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted; and that she will execute such further assurances of the same as may be requisite.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set her hand and