

BOOK 34 185 - 010 882



AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt and interest thereon, when and as the same shall become due and payable, together with any renewals or extensions of said note or notes, and together with all taxes, assessments and insurance premiums, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part, or any substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That the parties of the first part, in consideration of the premises, and of One Dollar (\$1.00), lawful money of the United States of America, to them in hand paid by the parties of the second part, receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, have granted and conveyed, and do hereby grant and convey unto the parties of the second part, their successors and assigns forever in Trust, all the following described land and premises situated in the County of Frederick

and State of Maryland, known and distinguished as:

All those lots or parcels of land situate, lying and being in Jackson Election District, Frederick County, Maryland being lots nos. 6, 7, 8, 9, 10, 17, 18, 19 and 26 as shown on a plat on "Turkey Hill Estates" Section II, recorded in Plat Book 5, folio 172, and Lot No. 11, as shown on a plat of "Turkey Hill Estates", Section II B, recorded in Plat Book 5, folio 133, as recorded among the Plat Records of Frederick County, Maryland.

Being a part of that tract or parcel of land conveyed by Economy Oil Company, Inc., unto Joseph R. Cline and Janice F. Cline, his wife, dated November 23, 1965 and recorded at Liber 736, folio 634, one of the Land Records of Frederick County, Maryland.

Each of the ten (10) notes secured hereby being in the amounts and separately and exclusively secured as follows:

Note 1 of 10	Lot 6	\$39,525.00
Note 2 of 10	Lot 7	\$35,225.00
Note 3 of 10	Lot 8	\$35,425.00
Note 4 of 10	Lot 9	\$39,525.00
Note 5 of 10	Lot 10	\$35,425.00
Note 6 of 10	Lot 11	\$35,225.00
Note 7 of 10	Lot 17	\$35,425.00
Note 8 of 10	Lot 18	\$39,525.00
Note 9 of 10	Lot 19	\$35,225.00
Note 10 of 10	Lot 26	\$39,525.00

IT IS UNDERSTOOD AND AGREED THAT the loan represented by this indebtedness is transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of Article 49, Section 7 of the Annotated Code of Maryland.

IT IS UNDERSTOOD AND AGREED THAT Walker & Dunlop, Inc. is to be given the first right of refusal of permanent financing on the lots described herein. In the event Walker & Dunlop, Inc. is not afforded the opportunity to provide such permanent financing then shall be payable a fee of 1% based upon the construction loan amount on each lot on which such opportunity is not given. It is further agreed however, that in the event that the terms of financing offered by Walker & Dunlop, Inc. are not comparable to those of the majority of lenders in the Frederick Maryland area, the right to placement of permanent financing is to be released by Walker & Dunlop, Inc., without fee.

The proceeds of this loan are to be disbursed for the construction of improvements on the lots described herein in accordance with a Building Loan Agreement between Sill Development Co., Inc. and Walker & Dunlop, Inc., dated July 19, 1973.