

*First Trust*  
No. 25,258 E

*1-27-70*  
*(within 1 month)*

DEED OF TRUST

Recorded January 15, 1970 at 1:45 o'clock P. M.

THIS DEED OF TRUST, executed this 14th day of January, A.D., 1970, by

(Name and address): *Lingnore Corporation (formerly B.B.S. Holding Corporation)* a Maryland Corporation, with offices at 431 Carrollton Drive, Frederick, Maryland 21701

of the County of Frederick, State of Maryland, hereinafter called the Trustor, which term as used in every instance shall include the Trustor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, and (Name and address): *W. Jerome Offutt, 22 West Second Street, Frederick, Maryland 21701, and Lawyers Title Insurance Corporation, Richmond, Virginia 23215*

Receipt No. 27,528

, hereinafter called the Trustee and (Name and address): *Jack R. Courshon, as Nominee of the Trustees of First Mortgage Investors, a Massachusetts Business Trust, with power to satisfy, discharge, release, foreclose, assign and/or transfer the within Deed of Trust and to execute deeds of conveyance and deed restrictions.* hereinafter called the Beneficiary, which term as used in every instance shall include the Beneficiary's successors, legal representatives, and assigns, including all subsequent assignees, either voluntary by act of the parties or involuntary by operation of law.

WITNESSETH:

THAT for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the Promissory Note of even date herewith, hereinafter mentioned, together with interest thereon or so much thereof as may be advanced pursuant to the Loan Agreement hereinafter referred to, and all other sums of money and performances secured hereby as hereinafter provided, the Trustor Irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, ITS SUCCESSORS AND ASSIGNS, IN TRUST, WITH POWER OF SALE, all that property in Frederick County, State of Maryland, legally described as follows: See Schedule "A" attached hereto and made a part hereof.

\* and to designate a substitute nominee in his stead, c/o First Mortgage Advisory Corporation, 825 - 41st Street, P.O. Box 2847, Miami Beach, Florida 33140.

TOGETHER WITH the following property and rights (the Premises, together with such property and rights, being hereinafter collectively called "Mortgaged Property" or "Property"):

(a) all right, title and interest of Trustor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, and in and to the appurtenances thereto;

(b) all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter located in said building or upon the Premises, or any part thereof, and used or usable in connection with any present or future occupancy of said building and now owned or hereafter acquired by Trustor (hereinafter called "Building Equipment") including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors; It being understood and agreed that all Building Equipment is part and parcel of the Premises and appropriated to the use thereof and, whether affixed or annexed to the Premises or not, shall for the purpose of this Deed of Trust be deemed conclusively to be real estate and secured hereby; and Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the paramount and superior first lien of this Deed of Trust on any Building Equipment; and

(c) all leases of the Premises now and hereafter entered into and all right, title and interest of the Trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, to receive and collect the rents thereunder.

TO HAVE AND TO HOLD the above described property unto the Beneficiary, its successors and assigns in accordance with the provisions contained herein.

The Trustor hereby covenants with the Beneficiary that the Trustor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that this Deed of Trust is and will remain a valid and enforceable first lien on the Mortgaged Property; that said property is free and discharged from all liens, encumbrances, and claims of any kind, including taxes and assessments; and that the Trustor hereby fully warrants unto the Beneficiary the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, the condition of this Deed of Trust is such that if the Trustor shall well and truly pay unto the Beneficiary, the indebtedness evidenced by that certain Promissory Note (herein sometimes called "Note" or "Deed of Trust Note"), of even date herewith, made by the Trustor and payable to the Beneficiary in the principal sum of

THREE MILLION DOLLARS - - - - - (\$ 3,000,000.00 ), together with interest as therein stated, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in this Deed of Trust and in the Promissory Note secured hereby, then this Deed of Trust and the estate hereby created shall be reconveyed, without warranty, to the parties designated by the terms of said Deed of Trust, and all evidences of indebtedness cancelled by the Trustee, upon written request of Beneficiary.

*Exhibit A*  
*Filed December 9, 1970*