

**Now, Therefore, This Indenture Witnesseth,** that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the party of the second part as Trustees the following described land and premises, situate in the

**Frederick County, State of Maryland**

known and distinguished as:

Lots numbered One Hundred (100), One Hundred one (101), One Hundred two (102), One Hundred twenty-four (124) and One Hundred and forty-four (144). Section 3, Block A, "Pleasant Grove" as per plat recorded in plat book seventeen (17) at plat seventy nine (79) among land records of Frederick County Maryland.

Lots numbered One Hundred three (103), One Hundred four (104), One Hundred five (105), One Hundred six (106), One Hundred nineteen (119), One Hundred twenty (120), One Hundred twenty-two (122) and One Hundred twenty-three (123). Section 3, Block B, "Pleasant Grove" as per plat recorded in plat book seventeen (17) at plat eighty (80) among land records of Frederick County Maryland.

Lots numbered One Hundred nine (109), One Hundred eleven (111), One Hundred twelve (112), One Hundred thirteen (113), One Hundred fifteen (115), One Hundred seventeen (117) and One Hundred eighteen (118). Section 3, Block C, "Pleasant Grove" as per plat recorded in plat book seventeen (17) at plat eighty-one (81) among land records of Frederick County Maryland.

Lots numbered One Hundred Forty five, (145), One Hundred Forty Six (146) and One Hundred Forty Seven (147) Section 3, Block A "Pleasant Grove" as per plat recorded in Plat Book Seventeen (17) at plat Seventy nine (79) among the Land Records of Frederick County, Maryland.

Also, all plumbing, engines boilers, heating and lighting apparatus, sprinkler or fire extinguishing system, screens, fans, ventilating or air conditioning system, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration, including refrigerators, mantels, lineoleum, wall or in-door beds, wall panels and tapestries, frescoes and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by the party hereto of the first part, in and upon said premises, or which may hereafter be placed thereon including but not limited to any equity which may be acquired by the said party hereto of the first part, in such property as a result of the making of instalment payments on account of the purchase thereof, it being understood and agreed between the parties hereto that the words "land and premises" wherever they occur in these presents, shall be deemed to include all the equipment, furnishings and fixtures above mentioned and conveyed, together with all the improvements in anywise appertaining, and all the estate, right title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

**In and Upon the Trusts, Nevertheless** hereinafter declared; that is to say: IN TRUST to permit the said party of the first part to use and occupy the said described land and premises and the rents, issues, and profits thereof, to take, have, and apply to and for his sole use and benefit, until default be made in the payment of the said promissory note hereby secured or any instalment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

**And** upon the full payment of all the said note and the interest thereon, which note and interest thereon the party of the first part hereby covenants and agrees to pay, and upon the full payment of all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey unto and at the cost of the said party of the first part, the said described premises.

**And** it is further covenanted and agreed that in the event of the death of the last surviving trustee, or the resignation, disability, removal from the jurisdiction, or refusal to act of the trustees named in this deed of trust, or either of them, or for any other cause or without cause, the holder of the note, or in the event there is more than one note, the holders representing at least fifty (50) per centum of the aggregate amount of the outstanding loan herein secured may without prior notice to any one, designate and appoint a substituted trustee or trustees, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the Land Records of the County or District in which the original deed of trust is recorded, and the trustee or trustees so substituted shall be and he, they or it, hereby is or are vested with all the same rights, powers and authority and charged with the same duties as the said parties of the second part herein named. The term "holder of the note" shall be deemed to include not only the holder before payment but also the holder after payment who is or is entitled to be in physical possession thereof.