

and of One Dollar (\$1.00) to it in hand paid by the Trustees, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby **GRANT AND CONVEY** unto the Trustees, in fee simple, certain real property situate, lying and being in Frederick County, Maryland, that is particularly and legally described in Exhibit "A" attached hereto and hereby incorporated herein and made a part hereof by this reference;

TOGETHER with all right, title and interest of the Grantor, including any after acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the said land; and

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said land, including any homestead or other claim at law or in equity, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter owned by the Grantor and now or hereafter erected or placed thereon, and all materials now or hereafter owned by Grantor intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property hereby conveyed immediately upon the delivery thereof to the said land, and all fixtures and articles of personal property now or hereafter owned by the Grantor and attached to or contained in and used in connection with said land, including, but not limited to, all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Grantor and placed by it on said land shall, so far as permitted by law, be deemed to be fixtures and affixed to the realty and covered by this Deed of Trust;

TO HAVE AND TO HOLD the same (collectively, "Premises") unto the Trustees, their heirs and successors in interest and to their use, forever;

IN TRUST, NEVERTHELESS, to permit the Grantor to use and occupy the Premises and to receive the rents, issues, and profits thereof until default be made in the payment of any sum hereby secured or in the performance or observance of any covenant, agreement, term, condition or provision secured hereby; and upon the full payment of the principal sum of the Note and any extensions or renewals thereof, and interest thereon, and all moneys advanced or expended as provided for in the Note and other Loan Documents, or as herein provided, and all other costs, attorneys' fees, charges, commissions, and expenses, at any time before the sale herein provided for, to release and reconvey the Premises unto and at the cost of the Grantor or the party or parties then claiming under the Grantor.

THIS DEED OF TRUST IS UPON THE FOLLOWING ADDITIONAL USES, TRUSTS AND CONDITIONS, TO WIT:

ARTICLE I

COVENANTS OF GRANTOR

1. Warranty of Title. The Grantor is lawfully seized of an indefeasible fee simple estate in the Premises hereinbefore described, free and clear of all liens and encumbrances, other than those set forth on Exhibit "B" attached hereto and incorporated herein by reference; has a good right and power to convey the Premises; hereby warrants specially the same; covenants to execute such further assurances thereof as