

in lieu of her potential right of dower in the Lands and Real Estate hereby conveyed.

Now therefore in consideration of the above recited premises and in the further consideration of One dollar in hand paid by the said William G Baker and Charles W. Ross, to the said Henry Baker and Rebecca Baker his wife do grant unto the said William G. Baker and Charles W. Ross and to the survivor of them the following property. All the lands, Tenements and Real Estate of us the said Henry Baker and Rebecca Baker situate in Frederick County, State of Maryland, together with all the rights, ways, water, water-courses and privileges thereunto appertaining or in anywise belonging, and being the same Lands Tenements and Real Estate heretofore conveyed to me the said Henry Baker, by sundry persons by Deeds and unrecorded among the Land Records of Frederick County, as by reference thereto will appear. And being all the Lands Tenements, and Real Estate wherof I the said Henry Baker am seized and possessed, and also all the stocks in trade, and materials in hand, all implements and tools of trade, all my household and kitchen furniture, all my bank stocks and other stocks of incorporated companies, all my Bonds, debts due me and book accounts and other choses in action, and all my personal estate of every kind and description. Excepting and reserving thereout & therefrom, the necessary bed and bedding for myself and family, and all such other property as may by law be exempt from execution under the Laws of the State of Maryland. To have, hold and take the same upon Trust that they or the survivor of them do and shall as soon as conveniently may be make sale of so much thereof as may be saleable either at public or private sale, and upon such terms of sale thereof as in the judgment of said Trustees may be for the benefit and advantage of the said Estate, and to collect so much of said Estate as is not saleable with full power and authority in said Trustees to compound and agree with any debtors to said Estate as to their respective debts and to do all such further acts in their judgment as may result beneficial to said Estate.

And it is hereby agreed that the said William G Baker and Charles W. Ross and the survivor of them shall stand possessed of the moneys arising from such sale, and to be called in and collected as aforesaid upon Trust in the first place to pay and reimburse themselves or either of them all such costs charges and expenses as they or either of them respectively shall or may sustain about such sales, and also pay the expenses of these presents and all other costs and charges incurred in the execution of the trusts hereby created, including a Commission of Six per cent upon the gross amount of the Trust Funds arising from the sales and collections aforesaid, and then in Trust to apply the residue of the Trust Funds first to the payment of the Mortgage debt due by Henry Baker and wife to Daniel Baker & Sons as sureties on a note, owing by Henry Baker to the First National Bank of Frederick. Secondly to the payment of the sum of Six hundred dollars to Rebecca Baker wife of said Henry Baker in consideration of her joining in said Deed of Trust and conveying her potential right of dower. Thirdly to the payment of Ida E. Hewlbes the sum of Three thousand nine hundred and fifty five dollars and fifty two cents, and Florence M. Hewlbes the sum of two thousand nine hundred and ninety eight dollars with interest in said sums of money from March 25th, 1879, the same being amounts of money due by said Henry Baker to the said Ida E. Hewlbes and Florence M. Hewlbes on settlement of his Guardian accounts for said Wards. Fourthly to the payment of any balance due to Craft and Welox, on note dated Sept. 13th 1878 for Twelve hundred and eighty seven dollars and twenty four cents payable four months after date of said notes.