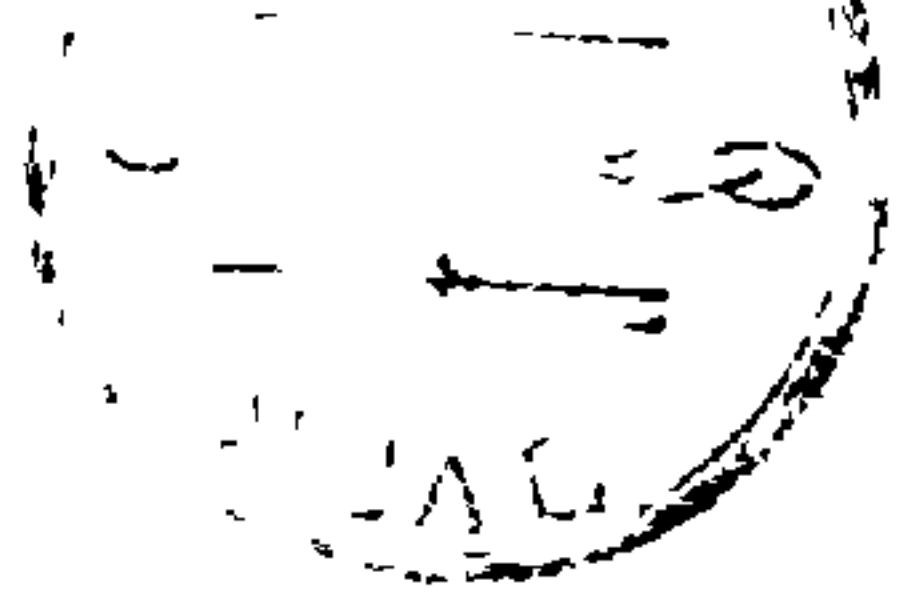


No. 5589 Equity.

Maryland Frederick County Court -
I hereby certify that the foregoing is a true copy taken from the Original
last will of James D. Hickey deceased as admitted & probated in the Orphans
Court of Frederick County aforesaid.



In testimony whereof I hereunto set my hand and affix the
seal of the Orphans Court aforesaid, this 30th day of April A.D. 1888.
Test - Hamilton Lindsay
Register of Wills for Frederick Co. Md.

Filed Aug. 29. 1889.

Exhibit B.
omitted.

Exhibit B^a is a copy of Mortgage from James D. Hickey to James A. Elder in Liber A. S. No 3 folio 635.
see Exhibit J. R. below.

Exhibit C.

At the request of the Mt. St. Mary's Convent Association
the following Mortgage is received for record and recorded December 29.
1885 at 11 o'clock 30 minutes AM
Test - W. Irving Parsons, Clerk

This Mortgage made the fifteenth day of December Eighteen hundred and Eighty
five by us James D. Hickey and Catharine Hickey his wife of Frederick County
State of Maryland. Witnesses that in consideration of the sum of three
hundred and seventy dollars now due by us the said James D. Hickey and Catharine
Hickey his wife unto the Mount Saint Mary's Catholic Convent Association
of the aforesaid County & State, we the said James D. Hickey & Catharine Hickey
his wife do grant unto the said Mount Saint Mary's Catholic Convent
Association subject to a prior Mortgage all that tract of land lying & being
in Frederick County aforesaid situated about two miles and a half
S. W. from Emmittsburg and heretofore conveyed to said James D. Hickey
by William Anshel & his wife by deed bearing date Aug. 28. 1843 and
on the same day duly recorded in Liber C. S. No 2. folio 314 & 315
one of the Land Records of Frederick County aforesaid containing 47 acres
more or less of land together with all the buildings outhouses & other im-
provements thereon. Provided that if the said James D. Hickey and
Catharine Hickey his wife shall pay on or before the day of December
1886 Eighteen hundred & Eighty six, the said sum of three hundred &
seventy dollars to the said Mt. St. Mary's Catholic Convent Association
with interest thereon from date hereof then this Mortgage shall be void
And the Mortgagors do further bind themselves to keep the property
insured during the continuance of this Mortgage in their failure to
do so. the Mortgagors shall take out a Policy to the extent of this Mortgage
at the expense of the Mortgagors. And the said James D. Hickey
& Catharine Hickey for themselves their heirs and personal representatives
hereby covenant to & with the said Mt. St. Mary's Catholic Convent
Association their personal representatives or successors, that they will pay
the aforesaid money at the time aforesaid and also that in default
of payment of said money the said Mt. St. Mary's Convent Association
may enter and take possession of the property aforesaid. And Provided
that if default shall be made in the payment of the money aforesaid
or the interest thereon at the time aforesaid, then it shall be lawful for the