

State of Maryland, Frederick County, Set--

I hereby certify that on this 5th day of December in the year nineteen hundred and twelve, before me the subscriber, a Notary public of the State of Maryland in and for Frederick County personally appeared Curtis E. Burdette, the above named vendor, and acknowledged the above and foregoing chattel mortgage to be his act and deed, and at the same time before me also personally appeared Edwin C. Markell the above named mortgagee and made oath in due form of law that the consideration named in the above and foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal on this 5th day of December, in the year 1912.

Thomas A. Chapline,
Notary Public.

Notary Seal-

DEED.

This deed made this tenth day of February in the year nineteen hundred and fourteen, by Curtis E. Burdette of Frederick County, Maryland.

Whereas the said Curtis E. Burdette is indebted into sundry persons in various sums of money, which he is unable to pay in full, and desires to convey all his property and estate to Edwin C. Markell, of said County, in trust for the benefit of his creditors as hereinafter set forth--

Now therefore this deed witnesseth that in consideration of the premises and the sum of five dollars, the said Curtis E. Burdette doth herebu grant, convey and assign unto the said Edwin C. Markell, his heirs personal representative and assigns, all his estate and property of every nature, kind or description, real and personal, in possession, reversion, remainder or expectancy, and wherever situated.

To have and to hold the same unto the said Edwin C. Markell, his personal representatives and assigns, in trust and confidence nevertheless, for the following purposes to wit--

First to take possession of the said estate and property, and without unnecessary delay to convert the same into money by the sale of so much as is salable, and collection of so much thereof as is collectible, and to apply the proceeds after the payment of the lawful expenses of this trust, including a commission of eight per cent, upon the trust fund to the said Edwin C. Markell, for his services according to law in such cases, only on the amount over & above \$2700.00 and after the payment of the wages or salaries due to the clerk, employes or servants of said grantor contracted within three months, anterior to the execution of this deed, to the payment in full of the debts due and owing by the said Curtis E. Burdette, without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro-rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

Secondly--After the payment in full of all the debts aforesaid, and all claims and demands whatsoever, against the said Curtis E. Burdette for which he may be liable, in trust to pay the surplus, if any there by, to the said Curtis E. Burdette his proper representatives and assigns. And the said Curtis E. Burdette for the purpose aforesaid doth hereby make constitute and appoint the said Edwin C. Markell his true and lawful attorney, irrevocable, in his name or otherwise, to ask, demand, sue for recover and receive of and from all and every person or persons all the property