Estate and Improvement Company's Sub-Division of part of Brunswick, prepared by R. T. Mavin, Surveyor, dated July 24th 1890, and recorded among the land records of Frederick County along with the deed from The Real Estate and Improvement Company of Baltimore City to Charles P. Ernst, bearing date on the 2nd day of April 1891. Being the same property conveyed unto the said John H. Barker by The Real Estate and Improvement Company of Baltimore City, by deed date July 26th 1905, and recorded among the land records of Frederick County aforesaid, in liber S. T. H. No. 276 folio 372.

Excepting all that portion of lot No. one (1) Block number eleven (11) which was conveyed by the said John H. Barker and Minnie M. Barker his wife to Albert S. Burch, by deed dated May 1st 1905 and recorded among the land records of Frederick County aforesaid in liber S_ T. H. No. 269 folio 496. Said portion being bounded and described as follows--

Beginning at the corner formed by the intersection of the North side of Potomac Avenue and the East side of Fifth Avenue, and running thence Easterly along the North side of Potomac Avenue, twenty-two (22) feet and four (4) inches to a stone new planted, thence in a Northerly direction parallel with Fifth Avenue ninety-nine (99) feet six (6) inches, to the South side of a seven and one half (7½) foot alley there laid out, thence westerly along the Sourth side of said Alley, and parallel with Potomac Avenue, twenty-two (22) feet, four (40 inches, to the East side of Fifth avenue; thence Southerly along the East side of Fifth Avenue ninety-nine feet six (6) inches to th place of beginning. Together with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, Provided that if the said John H. Barker and Minnie M. Barker his wife their heirs personal representatives or assigns, shall pay on or before the first day of March in the year nineteen hundred and sixteen, to The Real Estate and Improvement Company of Baltimore City, the said sum of Eighty-one Hundred dollars, with interest thereon, payable monthly at the rate of six per cent, per annum, from the first day of March A. D. 1908, said payments to be made by monthly installments of at least one hundred and twenty-one dollars and fifty cents, including interest, beginning for the first installment on the first day of April A. D. 1908 and shall make no default in any agreement, covenant or condition of this mortgage, then this mortgage shall be void.

And it is agreed that until default in the premises, the said John H. Barker and Minnie M. Barker, his wife, shall hold possession of the property herein mortgaged. But in the event of three of the above mentioned monthly installments being due and unpaid, or of default in any agreement, covenant or condition of this mortgage the entire mortgage debt intended to be secured hereby shall be deemed due and demandable, and these presents are hereby declared to be ib trust, and Samuel R. Barr of Baltimore City is hereby authorized and empowered to sell the property herein granted, or so much thereof as may be necessary, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, and in the event of a sale under the powers hereby granted the proceeds to appley--First to the payment of all expenses incident to the sale including reasonable counsel fees, and such commissions to the persons making said sale as are usually allowed trustees for making sales of real estate in equity; secondly to the payment of all claims of the said mortgagee, its sucessors and assigns under this mortgage, whether the same shall have matured or not; and as to any surplus to pay it over to the said John H. Barker and minnie M. Barker his wife.