

cents (\$1649.97) and WHEREAS by the payment of the first two judgments so depleting and shrinking the income of the said Martha A. Dorcus, life tenant, the said Bruce E. Fogle is desirous of paying to the said Martha A. Dorcus during her lifetime the income that she would lose by virtue of payments of said judgments, said income to be computed on a basis of 4% on \$1698.76, equal to \$67.98 per annum, and WHEREAS it is agreed by the Martha A. Dorcus that in addition to the amounts heretofore paid for the same Bruce E. Fogle to wit: the sum of 1698.76, it is further agreed that the following amounts due the following parties shall be paid with the remainder of the money that is due and owing to the said Bruce E. Fogle after the death of the said Martha A. Dorcus. As follows:

Lafean Bros,	account	\$71.49	
Mary Leffett	"	27.55	
The H.W. Miller Co.	"	52.51	
Keeney Bros.	"	30.48	
A.C. McCardell	"	47.69	
J.E. Nace	"	66.50	
Wm. Deiches & Co.	"	21.30	
Harry Haine	"	29.00	
Lester T. Gross	"	12.90	
Brunswick-Balk-Callender Co.	"	14.50	
Charles C. Waters	"	<u>275.35</u>	\$649.47

Making a total of \$649.47, on which total sum paid the said Bruce E. Fogle agrees to to pay interest at 4% per annum, payable semi annually to the said Martha A. Dorcus or her representative during her lifetime, the total balance being computed on the sum of \$2348.03 at 4% which equals the sum of \$93.92 per annum. And whereas the said Bruce E. Fogle desires to create a trust for use and purpose of securing the payment of the interest semi annually as aforesaid to the said Martha A. Dorcus during her lifetime, and an assignment of all his title and interest and claim in the interest balance of the fund remaining after the payment of the aforesaid judgments and accounts, for the purpose of securing the trust hereby intended to be created.

NOW THEREFORE in consideration of the above recited premises and in special consideration of the payment to the Woodsboro Savings Bank of its judgment and costs amounting to \$1555.69, due by me, the said Bruce E. Fogle to said Bank and of the payment to the Great Western Oil Company of its judgment and costs amounting to \$143.09 due by me, the said Bruce E. Fogle to said Company and hereinbefore recited, and payment of the sums to the hereinbefore mentioned parties the total amount aggregating the sum of \$2348.03, I, the said Bruce E. Fogle, do hereby assign unto the said Martha A. Dorcus in trust for the purpose of securing the payment of the sum equal to the sum of interest at 4% on \$2348.03 the said sum being \$93.92 to pay to said Martha A. Dorcus out of my right, claim, title and interest which I have in and to the balance of the fund remaining after the payment of the the aforesaid judgments and accounts, said sum being \$1200.00, it being hereby expressed and agreed by me that I will pay to the Woodsboro Savings Bank the sum of \$46.96 semi annually for and during the life of Martha A. Dorcus which said sums I hereby agree to pay promptly on the first day of July and the first day of January after the execution of this agreement assignment, and I hereby relinquish all my rights and claim in the said funds during her life and hereby authorize and direct the Woodsboro Savings Bank with whom the said funds are now deposited and order any other person or body corporate with whom the said funds may be placed hereafter to pay the aforesaid funds semi annually to the said Martha A. Dorcus for her life, or to pay the sums over to such persons whom the said Martha A. Dorcus may appoint to receive the same or to such person or persons who may be appointed by the Circuit Court of Frederick County on behalf of the said Martha A. Dorcus, and I hereby agree that said sum yet due me as aforesaid which is being held in trust for the use aforesaid, in case that I should fail to pay the sums hereinbefore mentioned semi annually to the said Martha A. Dorcus as hereinbefore stated, that I then hereby agree that a sum