

perches to a stake at the Southwest corner of the parcel of 9 acres, 3 roods and 26 square perches of land described as the second parcel in a deed from William M. Beall and wife to Levin C. Beall dated December 5, 1839, and recorded in Liber H. S. No. 10, folio 173, etc., one of the land records of Frederick County; thence South  $10\frac{1}{2}$  degrees East 32 perches to a post South  $38\frac{3}{4}$  degrees East 42 perches to a stone, South  $1\frac{1}{2}$  of a degree East 30 perches to a stone, South 16 degrees West 39.6 perches to a stone, South  $73\frac{3}{4}$  degrees West 60.75 perches to a stone, South 79 degrees West 79 perches to a stake and stone, North 85 degrees West 22 perches to a stake and stone standing at the north east corner of the 2 acre and 2 square perches parcel above mentioned; thence by and with the East side thereof South  $25\frac{1}{2}$  degrees West 37.36 perches to a marked white oak standing at the end of 13.68 perches on the ninth or closing line of the 225 acre, 1 rood and 36 square perches parcel first above mentioned; thence by and with the closing line thereof South  $46\frac{1}{2}$  degrees East 198.32 perches to the place of beginning.

Containing 338 acres, 2 roods and 30 square perches of land, more or less. A more full and complete description may be had by reference to the plat recorded in Liber J.S.R. No. 1, at folio 224, etc., one of the record books in the office of the County Surveyor of Frederick County, and also by reference to the plat filed with Trustee's report of sales, in said No. 8508 Equity, and the proceedings in said cause.

TOGETHER with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim either at law or in equity, or otherwise, however, of the party of the first part, to or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared that is to say: IN TRUST to permit said Martina Beall, her heirs or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof to take, have and apply to and for her or their sole use and benefit until default be made in the payment of the promissory note hereby secured, or any instalment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions half commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said Martina Beall, her heirs or assigns, at her or their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note, or of any instalment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission or expense in and about the same, then and at any time thereafter the said parties of the second part, the survivor of them, or the trustee acting in the execution of this trust, shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, or the trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales; FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, including a reasonable attorney's fee, and all moneys advanced for taxes, insurance and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on