

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That, in order to secure the payment of the principal and interest of fifteen (15) One Thousand Dollar (\$1,000) promissory notes, of like tenor, issued as of the eighth day of April, 1936, and outstanding under this Indenture, and to secure the performance of all of the covenants and conditions herein contained, and to declare the terms and conditions upon which said promissory notes are to be issued and secured hereunder, the KELLER LIME COMPANY, INC., its successors and assigns, the party of the first part, in consideration of the premises, and of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents and has granted, conveyed, assigned, transferred and set over and by these presents does grant, convey, assign, transfer and set over unto the FARMERS and MECHANICS NATIONAL BANK OF FREDERICK, party of the second part, and unto its successors and assigns, all those tracts, parts of tracts or parcels of land situate, lying and being in Buckeystown District, Frederick County, State of Maryland, and containing one hundred and forty acres of land, more or less, and being the same real estate heretofore conveyed to the party of the first part by Elroy J. Herman and Mary Evelyn Herman, his wife, by deed dated the fifth day of October, 1932, and recorded among the Land Records of Frederick County in Liber NO. 385, folio 389, etc. reference being hereby made to said deed for a more full and complete description,

TOGETHER with all and singular the buildings, machinery and equipment now a part of and attached to the above described real estate, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining,

TO HAVE AND TO HOLD, all and singular the above mentioned premises, property and appurtenances, machinery and equipment, hereby granted, conveyed, transferred, set over and assigned, unto the Trustee, its successors and assigns, forever.

IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all holders of the fifteen (15) One thousand Dollar (\$1,000.00) promissory notes issued under this Indenture, and for the enforcement of the payment of said promissory notes and interest thereon when payable and the performance of and compliance with the covenants and conditions of this Indenture, without preference, priority or distinction, as to liens or otherwise, of any note over any other note, so that each note issued hereby shall have the same right, lien and privilege under this Indenture, and so that the principal and interest of every such note shall, subject to the terms hereof, be equally and proportionately secured hereby.

AND IT IS HEREBY FURTHER COVENANTED AND DECLARED,  
That all such notes are to be issued and certified and delivered, and the mortgaged premises and property are to be held, by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and it is agreed and covenanted by the Company with the Trustee and the respective holders from time to time of notes issued hereunder, as follows, viz:

#### ARTICLE I

##### Concerning the Company.

Section 1. The Company will duly and punctually pay, or cause to be paid, to every holder of any promissory note issued and secured hereunder, the principal and interest accruing thereon, at the date and place and in the manner mentioned in said note, according to the true intent and meaning thereof; and, make further payment on each eighth day of April, hereafter, of not less than five percent of the face amount of each note, and any of said annual payments may, in the discretion of the Company, be in the amount of the entire unpaid balance of principal, or any portion thereof greater than five percent of the face value of the said notes; all interest and principal payments shall be made to the Trustee and shall