

grees West from South Bank of Little Bennett Creek, and running thence by lines of division March 26, 1909, to the land of said Thomas, South thirty seven and one half degrees West thirty perches; South twenty degrees East Sixty four perches; South seventy degrees East forty five and one half perches to the place of beginning containing twenty acres of land more or less, together with a right of way thirty three feet in width through the land of the parties of the first part running with and parallel to the first, second, third and fourth lines, of this deed as laid off, and shown upon the plat of said land hereby conveyed embodied in and made a part of this deed, and continuing thence through the land of the parties of the first part to the nearest available point and outlet on the public road leading to Barnesville Maryland, the course and lines of which extended right-of way is to be hereafter more definitely established by agreement, and conveyance between the parties hereto and without additional cost to the party of the second part, Together with the buildings and improvements thereupon erected made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining and all Slates Material, minerals and rights whatsoever.

To have and to hold, the said piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said "The Thomas & Evans Frederick Slate Company", a corporation: subject only to the lien of a mortgage encumbrance of record in the sum of Five Hundred Dollars, the principal of which the party of the second part assumes and agrees to pay as a part of the consideration hereof but without interest or costs thereon subject and further to the reservation to the use of the parties of the first part of all the growing timber on the land hereby conveyed, which the parties of the first part reserve from the operation of this deed: the party of the second part to have the right to the use of such timber as may be actually required in the working of Slate quarries on said property but not for removal sale or barter.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized