-erty effects, choses in action and book accounts of him the said John Davis whatsoever and wheresoever situate, together with all the right, title, interest and estate at law and in Equity of him the said John Davis of in and to the same. To Have and To Hold all the real and personal estate above mentioned unto him the said Charles W Davis, his heirs and assigns forever upon the following trusts, to sell the said real estate and personal property either at public or private sale and upon such terms and notice as he may deem most expedient for the purposes of this trust, to sell either at public or private sale the Stock in the Hagers Town Bank, to collect by suit or otherwise all chose in action hereby transferred with full powers to compromise or adjust the same as he may deem most expedient and in case the said Charles W Davis shall deem it necessary for the purposes of this trust to mortgage the said real estate or any part thereof he is hereby invested with full power so to do and to execute all necessary Deeds or Conveyances to secure the mortgage. And also upon the further trust out of the proceeds of sale of the said real and personal estate stock and collection of debts or proceeds of property mortgaged in pursuance of the provisions of this Deed after the payment of all costs, charges counsel fees and commission of five pr cent to the Trustee out of the aggregate proceeds of property hereby conveyed and assigned, to pay in the first place all taxes, liens, judgments or other incumbrances on the real and personal property hereby conveyed Secondly after the payment of costs, charges, counsel fees commissions taxes, liens, judgments and incumbrances to satisfy and pay the following claims a note executed by John Davis, D G Yost and Elie Beatty to the President Directors and Company of the Hagers Town Bank, dated May 6th eighteen hundred and forty five, for Three thousand dollars and payable sixth months after date; a note to the President Directors and Company of the Hagers Town Bank, executed by John Davis, D G Yost and Elie Beatty, for Three thousand dollars dated June 24th eighteen hundred and forty five, and payable six months after the date, in both of which said notes the said D G Yost and Elie Beatty are securities; a note executed by John Davis, Wm L Ross and Wm Ross & Lewis Hamburg Secretary and by him endorsed to the Frederick Town Saving Institution, and now held by said Frederick Town Savings Institution for the sum of Four thousand dollars which note is made payable six months after the date thereof and which note falls due in the month of March in the year eighteen hundred and forty six, in which said note the said Wm L Ross and Wm Ross are mere sureties; a note executed by Davis and Brothers and John Davis to Charles W Davis Executor of John D Watson, dated 24th day of June, eighteen hundred and forty four for Two thousand thirty six dollars and fifteen cents payable twelve months after date with interest from date payable half yearly; a note executed by Davis and Brothers and John Davis to Mary A Watson dated 23d day of December eighteen hundred and forty one for Thirty seven hundred and thirty and dollars and thirty one dollars and thirty eight cents payable three years after date with interest from date, payable semi annually a note executed by Davis & Brothers and John Davis to Elizabeth A Watson

dated 23d day of September eighteen hundred and forty one for eighteen hundred and seven dollars and seventy four cents, payable three years after date with interest from date, payable semi annually; a note execute by Davis & Brothers and John Davis to Mary J Watson dated 23d day of December, eighteen hundred and forty one, for Two thousand and eight dollars and thirteen cents payable three years after the date with interest from date payable semi annually a note executed by Davis and Brothers and John Davis to Mary J Watson, guardian of Martha C Watson, dated 23d day of December eighteen hundred and forty one, for Eighteen hundred and seven dollars and seventy four cents, payable three years after date with interest from date, payable semi annually, all of which said notes the said John Davis has assumed upon himself and has rebased the said Davis and Brothers from the payment of the same; a note or certificate of Five hundred dollars due Thomas Davis with the interest thereon; also the sum of Thirty dollars due by said John Davis to the said Thomas Davis; also a note due by John Davis to Charles W Davis dated on the seventh day of September, eighteen hundred and forty two, for Five hundred dollars, payable twelve months after date, with interest from date; also sundry open accounts due Dr Frederick Dorsey Charles J Lane, Dr Charles McGill and also an open account due Everhard Reckley to amount of about one thousand dollars. Thirdly, upon the further trust out of the ballance of proceeds of sale and collection of debts after payment of costs, charges, counsel fees commissions, taxes, judgments liens and incumbrances, and the claims of the several creditors specified in the second class in trust, should the ballance of assets in the hands of the said Trustee be sufficient for that purpose to discharge and pay all other debts and liabilities due and owing by said John Davis or contracted by said John Davis either as principal, security or endorser in case he should be liable as security or endorser and in case the ballance of assets in hand after payment of claims mentioned in the first and second class of debts should be insufficient to discharge in full the debts intended to be provided for in this third class of debts then in trust to distribute such assets equally among the said last class of creditors according to their several respective claims without priority or preference. And lastly should a surplus of proceeds of sale of real and personal estate and of the collection of debts remain after payment of all costs, commissions, counsel fees, judgments, liens, incumbrances and all the debts due, owing or contracted by said John Davis either as principal, security or endorser, then in trust to pay over such surplus to said John Davis, his executors administrators or assigns. In Testimony whereof the said John Davis has hereunto set his hand and seal on the day and year first above written.

John Davis (Seal)

Signed, sealed & delivered
in presence of
Chas J Lane Wm H Handley Jr

State of Maryland

Washington County to

On this 6th day of October in the year eighteen hundred and