the same out of the amount of the purchase money and the balance to be distributed or divided among themselves according to the respective rights to the same it being the object of said parties as to the last named lands merely to vest the legal title of the same in the said James M. Schley for the greater certainty and convenience of conveyancing the same to purchasers and thereby avoiding the legal difficulties that under a sale should any of the parties of the first part except said Edgerton leaving infant heirs.

Second The residue of the said lands and the real estate hereby conveyed to said James M. Schley after the exceptions aforesaid shall by the said James M. Schley be divided and laid off into such streets lanes alleys lots and parcels as the said James M. Schley and the said John G. Lynn and James Cheston Lynn or a Majority of them shall determine to be most for the best interest of all parties concerned except such parts thereof as to and heretofore laid off by the said Edgerton the surveying laying off and platting of the same to be done by the said James M. Schley or under his direction The streets lanes and alleys to be graded and paved if deemed proper by the said James M. Schley and John G. Lynn and James Cheston Lynn or a Majority of them the expenses of such grading and paving to be paid by the said parties of the first part except the said Mary Lynn and the said Edgerton who are to pay no part of any of the expenses costs or charges occurring under and by virtue of this deed of trust. The said parties of the first part except the said Mary Lynn and the said Edgerton are to pay the expenses of Engineers and of Chain Carriers and such other laborers as may be necessary to aid in the said James M. Schley in making said surveys and so far the said parties of the first part except the said Edgerton are to furnish to the said James M. Schley at their own proper cost and expense. The paper and other materials that may be necessary and proper for the maps and drawings of said property and its divisions and subdivisions as aforesaid and the said James M. Schley shall make out or cause to be made out and furnish all such plats and drawings of said estate and the divisions of the same as aforesaid, as may be necessary and proper to aid and facilitate a sale at a full and advantageous sale of the same.

The said estate when so directed and laid off or as the same may from time to time be laid off and directed shall be advertised for sale in such newspapers and in such other ways as the said James M. Schley and John G. Lynn and James Cheston Lynn or a Majority of them shall determine and shall be sold in such lots and parcels and on such terms as last said persons or a Majority of them shall determine. And when all the purchase money for the same is paid the said James M. Schley shall convey the same to the respective purchasers thereof by a proper deed to be furnished to him for his signature and acknowledgment by and at the expense of the parties of the parties of the first part except said Edgerton

Third The purchase money for said property so to be sold by the said James M. Schley as aforesaid as the same is paid from time to time shall be paid to the said James M. Schley and the said John G. Lynn and James C. Lynn who shall pay the same to the said John G. Lynn and James Cumberland Bank of Allegany County or some other good and solvent Bank in Cumberland to be selected by them or a majority

of them for said Credit on Trustees or agents for said parties of the first part except said Mary Lynn and said Edgerton to be paid out in the following manner Hereby first deed therefrom all the costs and expenses incurred under the provisions of this deed of trust for the purpose of effectuating said sales such as surveying dividing into lots streets lanes and alleys advertising for sales and selling and also five per centum on the amount of said sales to be paid to the said James M. Schley party of Commission as trustee and agent under the provisions of this deed and the balance they shall divide equally subject to the provisions and conditions hereinafter mentioned and provided for among the following persons of the first part except the said Edgerton or their assigns to wit Nellie A. Lynn John G. Lynn George Lynn James C. Lynn Donald and C. Magruder Anna B. Hagthaw and Frederick A. Schley and shall pay to the credit of each of said named persons his or her respective share or portion of said money as aforesaid Should it become necessary to take Notes or other security for the payment of any part of the purchase money for said property and the same may from time to time be sold such notes or security shall be taken in the names and payable to the said James M. Schley John G. Lynn and James C. Lynn who shall collect and sue over the same in the same manner through bank as above provided for in cases where the credits paid in said persons where payments are made in cash or any sales exceeding one thousand dollars for every part of the purchase money or for instalments only One Third and Notes and other security shall be given for the payment of the residue or instalment the said James M. Schley shall receive his per centum Commission only on the same proportion that as aforesaid sold only and then as paid in cash but shall and of such credit payments received duly and in the third of his Commission and he shall receive the balance of this said Commission in the same ratio as is paid by the purchaser

Fourth It shall not be necessary immediately to survey and divide and said property to be sold under the provisions of this deed into streets lots farms and otherwise and after the same for sale but the same may be from time to time surveyed laid off divided and brought into market for sale in such lots parcels and portions as the said James M. Schley and the said John G. Lynn and James C. Lynn or a Majority of them shall determine to be most advantageous for the interests of all the parties concerned And whereas there are existing Judgments and Mortgages against some of the parties of the first part which are liens on their respective shares of said property to extinguish which may be required by some of the purchasers before they will pay up and their purchase money and the extinguishment of which may be required by said Judgment or Mortgage creditors or some of them which if not done might embarrass the said Trustee or agent in making sales of said property to avoid which the money to which either of the debtors parties shall be entitled after payment of expenses and Commission hereinbefore stated instead of being paid to him or her shall be applied by said James M. Schley and said John G. Lynn and James C. Lynn to the extinguishment of the Judgments or Judgments or Mortgages against him or her from time to time and the same as fully paid and satisfied so as to remove said liens from his or her share of said Estate by the plaintiff of his or her share or respective portions of said purchase