

shall also well and faithfully execute and return all writs process and warrants to him directed and delivered and shall also pay and deliver to the person or persons entitled to receive the same all sum or sums of money tobacco goods chattles or property by him levied seized or taken agreeably to the directions of the writ process or warrant under which the same shall have been levied seized or taken and also shall keep and detain in safe custody all and every person or persons committed to his custody or by him taken in execution or who shall be committed for want of bail without suffering them or any of them to depart or escape from his custody and shall also satisfy and pay all Judgments which shall or may be rendered against him as Sheriff and shall also well and truly execute and perform the several duties required of or imposed upon him by the laws of this state then this obligation to be void and of none effect otherwise to remain in full force and virtue in law

Signed Sealed and delivered and
attested in and by
Honore Martin Tho Linoted
R Smith

John Fleming (seal)
Sob Davis (seal)
Sam Lane (seal)
Allen Simpson (seal)
Nan Seearing (seal)

40.

At the request of Caleb Bentley the following Mortgage was Recorded the 29th day of december 1808 to wit. This Indenture made the twelfth day of december in the year of our Lord one thousand eight hundred & eight between Greenbury H. Murphy of montgomery county & state of maryland of the one part and Caleb Bentley of the county and state aforesaid of the other part witnesseth that the said Greenbury H. Murphy for and in consideration of the sum of three hundred dollars current money justly due and owing from the said Greenbury H. Murphy to the said Caleb Bentley the receipt whereof he the said Greenbury H. Murphy doth hereby acknowledge hath given granted bargained & sold aliened released enfeoffed and confirmed and by these presents he the said Greenbury H. Murphy doth give grant bargain sell alien release enfeoff and confirm unto him the said Caleb Bentley his heirs and assigns all that lot of ground in Brookville distinguished on the plan of said town by N. seventeen with all the appertances thereunto belonging or in any wise appertaining To have and To hold the said lot or parcel of ground as before described with every improvement thereon unto him the said Caleb Bentley his heirs and assigns forever and to and for no other use intent or purpose whatsoever And the said Greenbury H. Murphy doth hereby for himself his heirs executors and administrators covenant promise grant and agree to and with the said Caleb Bentley his heirs executors administrators and assigns that he the said Greenbury H. Murphy his heirs executors and administrators shall and will warrant and forever defend the said lot or parcel of ground as before described with every improvement thereon unto him the said Caleb Bentley his heirs executors administrators and assigns against all manner of person or persons or whatsoever claiming by from or under him the said Greenbury H. Murphy his heirs executors or administrators or any or either of them or by or under any other person or persons provided always and it is the true intent and meaning of this instrument of writing that if the said Greenbury H. Murphy his heirs executors or administrators or any or either of them do and shall well and truly

now or cause to be paid unto the said Caleb Bentley his heirs executors administrators or assigns the just and full sum of three hundred dollars current money with legal interest from the tenth instant On or before the first day of may next then shall this instrument of writing be null and void and in the same manner as if it had never had been made shall the before mentioned and described property revert to the said Greenbury H. Murphy his heirs executors administrators and assigns Otherwise to be and remain in full force and virtue in law - In testimony whereof he the said Greenbury H. Murphy doth hereunto set his hand and affix his seal on the day and year first herein written

Signed Sealed & delivered in presents of -
 L^d E. Bentley Joseph Johnson

Greenbury H. Murphy (seal)

Rec^d on the day and year first within written of and from the within named Caleb Bentley the sum of three hundred dollars current money being the consideration money within mentioned

W^m Greenbury H. Murphy

The State of Maryland Montgomery to wit On the day and year first within written came before us the subscribers two of the justices of the peace in and for the county of aforesaid Greenbury H. Murphy party to the aforesaid instrument of writing and Acknowledged the same to be his act and deed

56% taken and Acknowledged before us John Adamson Nathan Holland &

Pursuant to an Act of Assembly the following Commission was recorded the 28th day of december 1808 to wit The state of Maryland to Lawrence O'neale Richard Green Ad^r Run Robert Wright } Greenbury Howard Edward Burgess Junior James Lackland W^m Hilty chanc^r } John Burgess William Bulver Richard West John Adamson Warren Magruder Richard Beall Mesheek Browning John Belt Gasaway Harwood Walter Brooke Beall William Darnes Iepse Leach Nathan Holland Edward Tillard Hinsey Gittings John Wailes Benjamin Ray James A. Beall Thomas Gittings Joshua Pearce and Robert Edmonston of Montgomery county gentlemen greeting be it known that reposing great trust and confidence in your knowledge integrity and love of justice you and each of you are jointly and severally appointed and assigned justices of the peace of Montgomery county to do equal right and justice according to the law of this state in every case in which you shall act as Justice of the peace freely without sale fully without any denial and speedily without delay and you and each of you are assigned justices of the peace for Montgomery county to execute the same office justly honestly and faithfully according to law until you shall be duly discharged from your said office given under the seal of the state of Maryland this twenty second day of december in the year of our Lord one thousand eight hundred and eight

Witness the honourable William Hilty Esquire Chancellor

At the request of Elizabeth Crabb the following Bill of Sale was Recorded the 29th day of december 1808 to wit Know all men by these presents that I Henry Hisner of Montgomery county and state of Maryland for and in consideration of the sum of forty nine pounds eighteen shillings and four pence current money to me in hand paid by Elizabeth Crabb of the county and state aforesaid at and before the sealing and delivery of this hereof the receipt whereof I do hereby acknowledge have granted bargained and sold