

is now in my possession. To have and to hold the same described property above bargained and sold to the said William Creak Junr and Fielder Darnall their heirs executors, administrators and assigns forever to their only proper use and benefit. And I the said William C. West for myself, my executors and administrators, shall and will warrant and forever defend by these presents to the said William Creak Jr and Fielder Darnall their executors administrators and assigns, the said described property, against me, my executors and administrators, and against all and every person or persons who may or shall claim the same or any part thereof. In Testimony whereof the said William C. West hath hereunto set his hand and seal this 19th day of January in the year of our Lord 1826. -

William C. West

signed, sealed & delivered in the presence of
Rich^d H. Watts. James S. Farre

Maryland Montgomery County Court

On this day of January 1828 William C. West within named came before me and acknowledged the foregoing instrument of writing to be his act and deed, and the property therein mentioned and described to be the right title and estate of the within named William Creak Jr and Fielder Darnall their heirs and assigns forever according to the true intent and meaning thereof and the acts of Assembly in such case made and provided - Acknowledged Before -

Rich^d H. Watts -

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At the request of Richard Brooke and Thomas P. Habler the following Mortgage was recorded the 21st day of January 1828 to wit; This Indenture made this twenty first day of the first month eighteen hundred and twenty eight, between Charles B. Hutton of Montgomery County, and State of Maryland, of the one part, and Richard Brooke and Thomas P. Habler of the same county and state aforesaid (executors of Anna Brooke) of the other part, Witnesseth that the said Charles B. Hutton for and in consideration of the sum of Twelve hundred and seven Dollars, and fifty Cents current money, divided in four payments, to wit; Three bonds of Three hundred dollars each, dated the twenty fifth day of the ninth month eighteen hundred and twenty six, with interest from the first day of the first month eighteen hundred and twenty eight, on each of these, the first bond payable on the thirtieth day of the fifth month eighteen hundred and twenty nine, the second on the thirtieth day of the fifth month Eighteen hundred and thirty, the third on the thirtieth day of the fifth month eighteen hundred and thirty one, and the fourth bond, of three hundred and seven dollars and fifty cents, dated with the others, and payable on the thirtieth day of the fifth month eighteen hundred and thirty two, justly due and owing from the said Charles B. Hutton to the said Richard Brooke.

and Thomas P. Stabler, the receipt whereof the said Charles B. Hutton doth hereby acknowledge, hath given, granted, bargained, sold, aliened, released, enfeoffed and confirmed, and by these presents the said Charles B. Hutton, doth give, grant, bargain, sell, alien, release, enfeoff and confirm unto them the said Richard Brooke and Thomas P. Stabler their heirs and assigns all that part and parcel of land, being part of a tract of land "called Addition to Dickersons' Choice" lying in Montgomery County and State aforesaid, beginning at a stone planted between two marked white oaks and running thence south seventy four degrees and a quarter west, five perches, north sixty one degrees and a half west, thirty six and a half perches, to a stone planted on the east side of the road, north fourteen degrees east one and a quarter perches, to a stone, planted between a marked Spanish Oak and Hickory, north fourteen degrees east sixty three and a half perches, to a marked white Oak north seventy one degrees, east ninety seven, perches, to a forked and marked black Oak, north seventy four degrees east, seventy three perches, to a stone planted near a small maple, south four degrees west, eighty seven perches to a stone planted between a marked Spanish and white Oak, south four degrees west, twelve perches, to a stone planted on the north side of the Brookville road, south eighty one and a half degrees west, thirty and a half perches, to a marked black Oak, south seventy four and a quarter degrees west, one hundred and eleven perches, to the beginning. Containing ninety three, and a quarter acres, and twenty five and a quarter perches of land, more or less, together with all improvements, and appertinances, whatsoever therunto belonging, or in any wise appertaining, to have and to hold the said tract or parcel of land as before described, with every improvement thereon, unto them the said Richard Brooke and Thomas P. Stabler their heirs and assigns forever, to the only proper use benefit and behoof of them the said ^{Richard} Brooke and Thomas P. Stabler, their heirs and assigns forever, and to and for no other use intent or purpose whatsoever, and the said Charles B. Hutton doth for himself, his heirs executors, and administrators, covenant, promise, grant, and agree to and with the said Richard Brooke and Thomas P. Stabler, their heirs, executors, administrators and assigns that he the said Charles B. Hutton, his heirs, executors and administrators, shall and will warrant, and forever defend, the said tract or parcel of land as before described, with every improvement thereon, unto them the said Richard Brooke and Thomas P. Stabler, their heirs executors, administrators and assigns against all manner of person or persons whatsoever claiming by from or under him the said Charles B. Hutton his heirs, executors, or administrators, or any or either of them, provided always, and it is the true intent and meaning of this instrument of writing, that if the said Charles B. Hutton his heirs, executors or administrators

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either of them, do and shall well and truly pay or cause to be paid unto the said Richard Brooke and Thomas P. Habler their heirs, executors, administrators, or assigns, the just and full sum of twelve hundred and seven dollars and fifty cents, the amount of the above mentioned four bonds, current money with interest thereon from the first day of the first month eighteen hundred and twenty eight, on the thirtieth day of the fifth month eighteen hundred and thirty two, Then shall this instrument of writing be null and void, in the same as if it had never been made, shall the before mentioned and described property revert to the said Charles B. Hutton his heirs executors, administrators or assigns, otherwise to be and remain in full force and virtue in Law. In Testimony whereof he the said Charles B. Hutton hath hereunto set his hand and affixed his seal, on the day and year first above written.

Witness my hand and seal, this 21st day of January 1828.

Richard H. Leatts, Lawl. C. King.

Charles B. Hutton

Maryland Montgomery County to wit.

On this 21st day of January 1828 Charles B. Hutton within named came before the subscribers two Justices of the Peace for the County aforesaid and acknowledged the foregoing instrument of writing to be his act and deed, and the lands and premises therein described to be the right, title, and estate of the within named Richard Brooke and Thomas P. Habler their heirs and assigns forever according to the true intent and meaning thereof and the acts of Assembly in such cases made and provided. Acknowledged Before

Rich. H. Leatts, Lawl. C. King.

At the request of Charles Kapaway and James Hawkins for the following Mortgage was recorded the 23rd day of January 1828; to wit; Know all men by these Presents that I Mathew Conelly of Montgomery County and State of Maryland for and in consideration of the sum of three hundred and thirty five Dollars and eighty two cents to me in hand paid by Charles Kapaway of said County and State and the sum of sixty five Dollars seventy five and a half cents to me in hand paid by James Hawkins Sum also of said County and State before the sealing and delivery of these Presents, the receipt whereof I do hereby acknowledge, have bargained and sold, and by these Presents do hereby bargain and sell and convey unto the said Charles Kapaway and James Hawkins Sum their heirs and assigns, the following property to wit, Five head of horses, five head of cattle, twelve head of sheep, twenty head of hogs, four Feather Beds and furniture, two waggons, four sets of gear, two harrows, and all my plantation utensils, my crop of Tobacco on hand, and all my wheat, rye, and corn, and fodder, and all my house hold and Kitchen furniture all of which property is now in my possession. all the above described property, hereby