

the within writing to be his act and deed and the lands and premises therein therein mentioned with the appurtenances thereunto belonging to be the right and estate of the said Thomas Moore and Caleb Bentley and their heirs according to the true intent and meaning thereof At the same time Eleanor Penn wife of Stephen Penn being by us privately examined apart from and out of the hearing of her husband relinquished her right of dower to the within lands and premises and declared that she did the same willingly and freely without being induced there to by fear or threats of ill usage from her said husband or fear of his displeasure

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Acknowledged before James A Beall Wm Culver

At the request of John W Riggs and others the following Deed was recorded the 31st day of December 1811 to wit This Indenture made this fifth day of December in the year of our Lord eighteen hundred & eleven between Joseph E Bentley of Montgomery county & State of Maryland of the one part and John W Riggs Thomas Moore David Newlin Caleb Bentley & Thomas Davis all of the county & State aforesaid of the other part Witnesseth that whereas by articles of association entered into by certain persons for the purpose of building a school house in Brookville it is among other things declared that as soon as a certain sum of money shall be subscribed the persons so subscribing shall meet and elect five persons who shall be stiled trustees of Brookville School in whom the legal title of said school house and the ground thereto attached shall be vested to them and their successors forever and whereas on the fifth day of December 1811 the said subscribers (or stockholders did meet and elect the said John W Riggs Thomas Moore David Newlin Caleb Bentley and Thomas Davis trustees as aforesaid Now this Indenture Witnesseth that the said Joseph E Bentley for and in consideration of the sum of forty dollars to him in hand paid by the trustees aforesaid at the sealing and delivery of these presents the receipt whereof he the said Joseph E Bentley doth hereby acknowledge and himself to be fully satisfied contented and paid Hath given granted bargained sold aliened enfeoffed releas conveyed & confirmed and by these presents doth give grant bargain sell alien enfeoff release convey & confirm unto the trustees aforesaid and their successors forever all that lot or portion of ground situate & being in the Town of Brookville in the county aforesaid distinguished on the general plat of said Town (as is conveyed by Richard Thomas) by lot N^o fifty six To Have and To Hold the said Lot with all and singular the improvements to the same belonging

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or in any manner appertaining and he the said Joseph E Bentley for him-
self & his heirs doth hereby covenant & grant to and with the trustees aforesaid
and their successors that he the said Joseph E Bentley will forever hereafter
warrant and defend the said lot with all and singular the rights members
and appertinances thereunto belonging unto the trustees aforesaid and their
successors against him the said Joseph E Bentley and his heirs and against all
other persons whatever claiming any right title or interest therein from by or
under him the said Joseph E Bentley & his heirs In Testimony whereof the said
Joseph E Bentley has herunto set his hand and affixed his seal the day & year
above written

J. E. Bentley
Signed Sealed & delivered in presence of James A Beall Wm Culver

Received the day of the date of the within deed from the within named trustees
forty dollars being it being the full consideration for the within mentioned
lot Witness James A Beall Wm Culver J. E. Bentley

Montgomery County (to wit) On the day of the date of the within deed came
Joseph E Bentley before us the subscribers two of the Justices of the peace in
& for the county aforesaid and acknowledged the within instrument of wri-
ting to be his act and deed and the lot of ground therein mentioned to be the
right and estate of the within named trustees and their successors forever
agreeable to the true intent and meaning of the within deed and the law in
such cases made & provided James A Beall Wm Culver

At the request of Tarleton Pleasants and Henrietta Pleasants the following
Deed was recorded the 31st day of December 1811 to wit. This Deed of bargain and
sale made the fifth day of the eleventh month One thousand eight hundred and eleven
between Thomas Moore and Mary his wife of Montgomery County and State of Mary-
land of the one part and Tarleton Pleasants and Henrietta Pleasants of Hoochland
County and State of Virginia of the other part Witnesseth that the said Thomas Moore
and Mary his wife for and in consideration of the sum of four thousand four hun-
dred dollars to them in hand paid at or before the sealing and delivering of these
presents the receipt whereof they do hereby acknowledge hath granted bargained
sold aliened released enfeoffed and confirmed and by these presents do grant
bargain sell alien release enfeoff and confirm unto them the said Tarleton Pleasants
and Henrietta Pleasants their heirs and assigns forever as tenants in common and
not as Joint tenants a certain tract or parcel of land lying and being in mont =