subscribe our names on the day and year aforesaid P. J. Wilson, Alex^r A. Kennard.

Received to be recorded the 23^d day of February 1846 at 20 minutes past 10 o'clock A.M. same day recorded per Ex.^d Wm A. W. Bradford Clk.

Mary G. Talbott ^qe
Deed to
Thomas J. Nelson, Trustee

2 Mo. 29th August 1848

This Indenture made this thirteenth day of February in the year of our Lord one thousand Eight hundred and forty six between Mary G. Talbott of Baltimore County in the State of Maryland of the first part: Edward Gorsuch of the same place of the second part; and Thomas J. Nelson of the City of Baltimore in the State aforesaid of the third or other part: Whereas a Marriage is agreed upon, and is shortly to be had and solemnized between the said Edward Gorsuch & Mary G. Talbott; and upon the treaty of said Marriage it was agreed by and between the said Edward and Mary G. that all and singular the estate, effects and property real personal and mixed which the

1690 said Mary G. is now entitled to or possessed of or which she may hereafter acquire or be entitled to should be conveyed assigned settled and assured in

1014 manner hereinafter mentioned for her sole and separate use and benefit; and that in Consideration of such settlement and conveyance the said Mary G. should release, relinquish and forever quit claim all and all manner of claim for dower and thirds at common law or by any other law custom or usage whatsoever which she may or might have in or claim demand, exhibit or bring against all or any estate real personal or mixed which the said Edward Gorsuch is now possessed of or entitled to or that he may at any time hereafter acquire or become possessed of or entitled to. Now this Indenture Witnesseth that in pursuance and part performance of the aforesaid agreement, and for and in Consideration of the sum of Five Dollars lawful money to the said party hereto of the first part paid by the party of the third part to these presents at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged, the said Mary G. Talbott, by and with the consent and privity of the said Edward Gorsuch testified by his being a party to and signing sealing and delivering these presents, Hath granted bargained and sold aliened enfeoffed and conveyed, assigned transferred and made over and by these presents, by and with the consent and privity aforesaid testified as aforesaid doth grant bargain and sell alien enfeoff and convey assign transfer and make over unto the above named Thomas J. Nelson his heirs executors and administrators All the estate effects and property real personal and mixed without reservation or exception which the said Mary G. Talbott is now or may become entitled to, in possession, reversion remainder or otherwise; Together with all the right title claim and demand whatsoever both in Law and Equity of the said Mary G. Talbott therein or thereto: To Have and To Hold the same and every part and parcel thereof unto the above named Thomas J. Nelson his heirs executors and administrators, In Trust nevertheless and to for and upon the several uses, trusts intents and purposes and under and subject to the powers limitations and agreements hereinafter mentioned expressed limited and declared of and concerning the same; that is to say, In Trust for the use of the said Mary G. Talbott her heirs executors and administrators until the said Marriage shall be solemnized; and from and immediately after the solemnization thereof then in trust that the said Mary G. be permitted to have hold use occupy possess and enjoy all the estate effects and property hereby conveyed assigned settled and assured or meant or mentioned and intended so to be and the rents issues profits income and interest thereof to take receive and apply to her own separate use and benefit without being subject to the control power or disposal of her said intended husband or liable for the payment of his debts or bound for the fulfilment of his contracts or engagements, and the receipts of the said Mary G. alone whether she be sole or covert shall be good and effectual acquittances and discharges for such rents issues profits income and interest; and so that the same estate effects and property or any part thereof may be sold conveyed mortgaged assigned or disposed of by the said Mary G. with or without the concurrence of her said intended husband for such price sum or sums of money or other consideration and for such uses and to such objects, persons and purposes as she may think expedient and proper; and from and immediately after the decease of the said Mary G. then in trust, as to such part or so much of the same estate, effects and property as shall have been undisposed of by her as aforesaid for the benefit of such person or persons and for such uses objects and purposes as she by any instrument of writing in the nature of or purporting to be her last Will and Testament signed in the presence of and witnessed by three or more Credible persons (and which Will and Testament she is hereby and by her said intended husband Edward Gorsuch fully authorised and empowered to make) shall name direct limit or appoint and for the want of such nomination limitation or appointment then in trust for the Child or children which the said Mary G. may hereafter have his her or their heirs executors administrators and assigns absolutely if more than one as tenants in common to be equally divided between them share and share alike: And in case the said Mary G. shall depart this life without leaving a Child or children or descendant of the same living at her decease, then in trust for such person or persons as would by the now existing laws of the State of Maryland be entitled to take an estate in fee simple in lands by descent from her if she were a feme sole and to and for no other use trust or purpose whatever

And the said Mary G. Talbott for herself her heirs executors and administrators doth hereby covenant promise and agree to and with the said Thomas J. Nelson his heirs executors and administrators and to and with the said Edward Gorsuch his heirs executors administrators and assigns that the conveyance and settlement herein before made and contained shall be and she doth hereby accordingly accept the same for her jointure and in full recompence, bar, satisfaction, and discharge of the dower and thirds and every other estate and right which at common law or by any other law custom usage or otherwise she the said Mary G. Mayor shall be entitled to or might or could claim from the real estate of the said Edward Gorsuch and also of every part and share which if the said Mary G. should survive the said Edward she the said Mary G. might claim of or in his personal estate. And lastly it is agreed and understood by and between all the parties to these presents, that neither the said Thomas J. Nelson nor his heirs executors or administrators shall be in any manner accountable or bound to make good any loss damage or injury that may happen or accrue to the said trust estate and property or the rents issues or profits thereof unless the same be by or in consequence of his or their own wilful commission or neglect. In Testimony Whereof the said parties hereto have hereunto subscribed their names and affixed their seals on the day and year first above written

Mary G. Talbott (Seal)
Edwd Gorsuch (Seal)
Thos J. Nelson (Seal)

Signed sealed and delivered by Mary G. Talbott and Edward Gorsuch in the presence of Henry Kidd, William Davis }
Signed sealed and delivered by Thomas J. Nelson in presence of Fielder Grace }

Received also before the execution of the foregoing Indenture from Thomas J. Nelson the party of the third part thereto the sum of Five dollars lawful money in full of the consideration therein mentioned to be paid by him to me

Mary G. Talbott.

Witness—

State of Maryland, Baltimore County Set: Be it remembered and it is hereby certified that on this thirteenth day of February Eighteen hundred and forty six before the Subscribers two Justices of the Peace of the State of Maryland in and for Baltimore County aforesaid personally appeared Mary G. Talbott and Edward Gorsuch parties to the foregoing Indenture or Instrument of Writing and severally acknowledged the same to be their respective act and deed. And We do hereby further certify, that of our own Knowledge We are satisfied that Mary G. Talbott and Edward Gorsuch who have executed and acknowledged the foregoing Indenture or Instrument of Writing are the persons named and described as and professing to be parties therein. In Testimony Whereof We have hereunto subscribed our names on the day and year aforesaid

Henry Kidd, William Davis.

Received to be recorded the 13th day of February 1846 at 10 minutes past 11 o'clock A.M. same day recorded Per Dr. A. W. Bradford Clk.

John B. Emery wife & Lease to Charles L. Emery

29 Oct 1846

1756 510

This Indenture made this third day of February in the year of our Lord one thousand eight hundred and forty six between John B. Emery, Mary A. Emery and Cyrus Gault and Margaret A. Gault all of Balte County in the State of Maryland of the one part and Charles L. Emery of the same County and State of the other part. Witnesseth that for and in consideration of the payment of the rents and performance of the covenants hereinafter mentioned on the part of the said Charles L. Emery his Executors Administrators and assigns to be paid and performed the said John B. Emery and Cyrus Gault Hath demised granted leased and to farm letten and by these presents Doth demise grant lease and to farm let unto the said Charles L. Emery his executors administrators and assigns All that piece or parcel of ground and premises situate and lying in the City of Baltimore aforesaid and described as follows that is to say: Beginning for the same on the line of the south side of Lombard Street at the distance of seventy one feet ten inches Westerly from the corner formed by the intersection of the south side of Lombard Street with the west side of Gore Street and running thence Westerly binding on Lombard Street fourteen feet two inches thence southerly at right angles with Lombard Street sixty seven feet more or less to the line of the lot owned by the Mayor and City Council of Baltimore; thence easterly binding on said lot fourteen feet two inches thence northerly by a straight line to the beginning subject however to three feet being reserved on the rear of said lot and adjoining the lot of the Mayor and City Council aforesaid which is forever to be kept open for the use and benefit of the lot now being described and the lots adjoining for the purpose of making a rear entrance to, and conveying away the water from this and the adjoining lots. Together with all and singular the building and improvements thereon made Lanes alleys Ways Waters privileges easements emoluments and advantages to the said piece or parcel of ground belonging or in anywise appertaining. To Have and To Hold the said piece or parcel of ground and premises above described and hereby demised or intended so to be with all and every of the appurtenances thereto belonging unto the said Charles L. Emery his executors administrators and assigns from the day next before the day of the date of these presents for and during and until the full end