

for himself, his heirs, executors & administrators doth hereby covenant, promise and agree to and with the said Thomas C Lane his heirs executors, administrators and assigns that he the said Benjamin Rutherford hath not, nor hath any person for him at any time heretofore made, done, or executed or committed or wittingly or unwillingly suffered any act, deed, or matter or thing whatsoever, whereby or by means whereof, the said hereby granted, bargained and sold and enfeoffed undivided half of the said moiety of the lot of ground and premises, or any part thereof or, is, shall, or may be impeached changed, affected or incumbered in title, charge, estate, or otherwise hereupon. And the said Benjamin Rutherford for himself, his heirs, executors and administrators doth hereby further covenant, promise, grant and agree to and with the said Thomas C Lane his heirs executors, administrators and assigns that before the sealing and delivery hereof he the said Benjamin Rutherford is the true and lawful owner of the above mentioned undivided one half of the said moiety of the lot of ground and premises and is lawfully seized and possessed of the same in his own proper right as a good, perfect and absolute estate of inheritance of free simple and hath good right full power and lawful authority to grant bargain and sell alien release enfeoff and confirm the said undivided one half of the said moiety of the lot of ground and premises unto the said Thomas C Lane his heirs and assigns in manner as aforesaid. And that the said Thomas C Lane his heirs and assigns shall and may from time to time and at all times hereafter by force and virtue of these presents, lawfully, peaceably and quietly have hold use occupy possess and enjoy the said undivided one half of the said moiety of the lot of ground and premises with the appurtenances free and clear & fully & clearly acquitted, exonerated and discharged of and from all all and all manner of former and other gifts grants, bargains sales, leases, mortgages or incumbrances of what name or nature soever, that might in any manner or degree obstruct, impair or make void these presents.

And the said Benjamin Rutherford for himself and his heirs doth hereby covenant, grant, and agree to and with the said Thomas C Lane his heirs and assigns to warrant and firm defend hereafter to him and then the said undivided one half of the said moiety of the lot of ground herein before mentioned and premises with all and singular the appurtenances and privileges thereto belonging or appertaining, against all and every person or persons whatsoever claiming or to claim the same or any part thereof. In witness whereof the said Benjamin Rutherford hath hereunto set his hand and affixed his seal the day and year first herein before written

Signed, sealed and delivered by Benjamin Rutherford in the presence of Mr. Shinn

State of Maryland Frederick County Set. On this 22^d of March in the year of our Lord 1827 the above deed or instrument of writing to be his act and deed and the undivided half part of the moiety, or half lot or portion of ground and premises therein mentioned and thereby bargained and sold to be the right and estate of Thomas C Lane the grantee therein named his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the Acts of Assembly in such case made and provided. And at the same time also appeared Sophia Rutherford wife of the said Benjamin Rutherford before — and acknowledged the within deed or instrument of writing to be her act and deed and the undivided one half of the moiety or the half lot or portion of ground therein mentioned to be the right and estate of the above named Thomas C Lane his heirs & assigns and the said Sophia Rutherford being by me privately examined apart from and out of the presence and hearing of her husband, acknowledged that she made her acknowledgments of the same willingly and truly without being seduced

Order of public

Act of the

Declar. Pro. Conf.