

and assigns all that piece or parcel of land lying and being in the County and State aforesaid being part of a tract of land called Sampsons Reunoyed for Peter Shaper in May 1790, beginning for the part of said land hereby intended to be conveyed at a stone planted at the end of 38 1/2 ps on the 12 line of the whole tract called Sampsons Reunoyed, and running thence with the outlines thereof two courses S 40° W 1 1/4 ps to a planted stone, S 70° E 24 ps to a planted stone, then N 65 1/2° E 16 ps to intersect the given line of George Shaper's part of said Sampsons then with it to the beginning containing by connecting the courses two acres and three eighths of an acre of land together with all and singular the improvements, advantages, profits and appurtenances thereunto belonging or in any wise appertaining to and to hold unto him the said George E. Miller his heirs and assigns forever and also all the estate, right, title use, property claim and demand whatsoever of them the said George Hinkle and wife of us and to the aforesaid land and premises hereby bargained and sold, and to every part and parcel thereof to the only proper use and benefit of him the said George E. Miller and of his heirs and assigns forever subject however to the payment of two notes of hand executed by the said George E. Miller as follows to wit, one note for seventy five dollars dated February 19 1842 payable thirty days after date, the other for one hundred dollars same date payable twelve months after date, and to and for no other use, intent or purpose whatsoever, and the said G. Hinkle and wife for themselves and their heirs do hereby covenant, grant promise and agree to and with the said George E. Miller his heirs and assigns that they the said George Hinkle and wife and their heirs the said tract or parcel of land and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging, to him the said George E. Miller his heirs & assigns against them the said George Hinkle and wife and their heirs and assigns and against all and every other person or persons whatsoever claiming or to claim the same by form or under the said George Hinkle and wife or any of them shall and will warrant and forever defend. In witness whereof the said George Hinkle and wife have hereunto subscribed their names and affixed their seals the day and year first above written

Signed, sealed and delivered in presence of George Zimmerman
George Mantz

G. Hinkle
Catherine his wife

Which is thus endorsed viz

State of Maryland Frederick County to wit. Be it remembered and it is hereby certified that on 28 day of February in the year of our Lord 1842 before the subscribers two justices of the peace of the State of Maryland, now and for Frederick County aforesaid personally appeared George Hinkle and Catherine Hinkle his wife, they being known to us to be the persons who are named and described as and professing to be the parties to the foregoing deed or indenture of writing to be their respective act and deed the said Catherine his wife having signed and sealed said indenture before us out of the presence and hearing of her said husband and, the said Catherine his wife being by us examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure declareth and saith that she doth. In testimony whereof we hereunto subscribe our names on the day and year aforesaid. Acknowledged before
George Zimmerman of M. G. Mantz

State of Maryland Frederick County to wit I hereby certify that the foregoing is a true copy taken from Lib. H. S. No 16 fol. 583 one of the Land Records of Frederick County.



In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Frederick County this 13 day of July 1853
Edmund Shriver Clk

Ex 4.

Subp.

Answer

Answer of J. Mussen