

two Dollars Current money with legal Interest for the same on or before the 19th day of February 1847 as by the said notes and Conditions may more fully appear -
 Now This Indentured Witnesseth - That the said Thomas Elder and Lydia Elder his wife in Consideration of the said debts or sum of four hundred, and sixty two dollars owing to the said John S Stuart as aforesaid, and for the better securing the payment thereof with the Interest to the said John S Stuart his Executors, administrators or assigns according to the Condition of the said notes and also in Consideration of the further sum of five dollars Current money to him the said Thomas Elder by the said John S Stuart in hand well and truly paid, at, and before the sealing & delivery of these presents, the receipt whereof, whereby acknowledged by the said Thomas Elder and Lydia Elder his wife hath granted bargained, and sold released, and Confirmed and by these presents doth grant bargain and sell release and Confirm, unto the said John S Stuart, his heirs and assigns forever, all the following parts of two adjoining tracts of land situate and lying, in the County & State aforesaid - Known as a part of a tract named "Peace & Plenty" containing one hundred and twelve and one half acres more or less it being the same land bequeathed by Guy Elder late of the County and State aforesaid do. unto his three children by Guy Elder Thomas Elder & Eleanor Blair, wife of Lewis Blair on the 29th day of December 1804 and also by deed from Guy Elder Lewis Blair and Eleanor Blair his wife, bearing date the 5th day of April 1819 to the said Thomas Elder, and recorded in one of the said Records of Frederick County on the 17th day of May 1819 in Liber S. S. N^o 8 fol 587 588 589 590 & 591 referred thereto had, well more fully and at large appear to have, and to hold the said tracts of land and every part and parcel thereof with the appurtenances thereunto belonging to the said John S Stuart, his heirs & assigns forever to him and their own use & behoof.

Provided always and it is the true intent and meaning of these presents, and of the said parties hereunto that if the said Thomas Elder his heirs Executors or administrators do and shall well and truly pay or cause to be paid, unto the said John S Stuart his heirs Executors, administrators or assigns, the said full sum of four hundred & sixty two Dollars Current money, with legal Interest for the same, on or before the 19th day of February in the year 1847 without any deduction or abatement whatsoever then and from thence forth these presents, and every matter, and thing therein contained shall cease, and be utterly null and void, any thing therein to the contrary thereof in any wise notwithstanding In testimony whereof the said Thomas Elder, and Lydia Elder his wife have hereunto set their hands & affixed their seals the day & year first herein before written

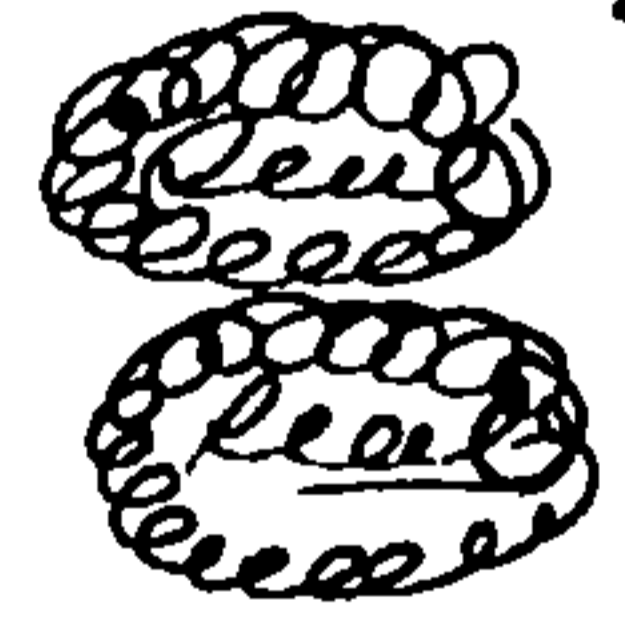
Signed sealed & Delivered in the presence of

Wm. Dean

Jacob Gerhardt

Thomas Elder

Lydia Elder.



Which was thus Enrolled by State of Maryland Frederick County to wit
 On this 19th day of February in the year of our Lord, One thousand, eight hundred, and forty six personally appeared, before us the subscribers two Justices of the peace of the County aforesaid in said State, Thomas Elder party grantor to the foregoing Instrument aforesaid & acknowledged the same to be his act & deed and the land and premises therein conveyed to be the right and Estate of John S Stuart party grantee therein named, his heirs, and assigns forever according to the true intent, and meaning thereof, and the act of assembly in such case made & provided, at the same time, came Lydia Elder wife of said Thomas Elder & being by us privately examined apart from & out of the hearing of her said husband and made the same acknowledgment as her husband & declared she made -