

consideration of the premises aforesaid, and for and in Consideration of the sum of five dollars, Current money, to him in hand paid by the said Noah A. Gasaway, and the said John W. Ross partners, trading as aforesaid, at and before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge - hath granted, bargained, and sold, aliened, released & Confirmed, and by these presents doth grant, bargain & sell, alien, release & Confirm, unto the said - Noah A. Gasaway & Co. their heirs, and assigns, all those tracts, parts of tracts pieces or parcels of Land, situate lying and being - in Frederick County, in the State of Maryland, which were heretofore - Conveyed to Jacob Leiser by William B. Smith as the executor of George Hoeselock by his deed of Conveyance, bearing date, the 28.<sup>th</sup> day of December 1852. and which were more recently - Conveyed by the said Jacob Leiser, and Adelia Lewis his wife to the said Jacob Beam, by their deed of Conveyance, bearing date the 4.<sup>th</sup> day of January 1853. they being known as Lots N<sup>o</sup> 1 & N<sup>o</sup> 2, parts of tracts, called "Adams Bones" and the Resurvey on right and Good Reason" Containing sixty nine acres, one rood & seventeen perches of Land. Together with all, and singular, the improvements, rights, privileges, ways waters, water courses, and appurtenances therunto belonging or in any wise appertaining. To Have, and to Hold, the said tracts, parts of tracts, and parcels of Land, unto the said Noah A. Gasaway & John W. Ross trading as aforesaid, unto them, and their heirs and assigns forever to his and their own use, and behoof. Provided always, and it is the true intent & meaning of these presents, and of the said parties herunto, that if the said Jacob Beam, will pay, or cause to be paid, all, or any drafts that may be drawn & discounted under the arrangement aforesaid, by said Noah A. Gasaway & Co. upon the maturity thereof, and upon the request of the said Noah A. Gasaway & Co. and shall pay up all monies - that may be due by the said Jacob Beam, to the said Noah A. Gasaway & Co. by virtue of the aforesaid arrangement, and shall indemnify, and save harmless, the said Noah A. Gasaway & Co. against all loss, that may accrue by reason of the drawing, or accepting of drafts, or advancements of funds, on behalf of the said Jacob Beam, under the arrangement as aforesaid 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. And Provided always that until the said Jacob Beam shall be in default by the non payment of some part of the aforesaid sum of money, upon the request of the said Noah A. Gasaway & Co. it shall, and may be lawful for the said Jacob Beam, his executors, or administrators, to Hold, and enjoy the said Tracts - parts of Tracts & parcels of Land, with the appurtenances, and the rents, issues, profits & produce thereof, to take and receive to their own use, and benefit, without any let, interruption &c. from, or by the said Noah A. Gasaway & Co. their heirs, or assigns or any person, or persons, lawfully claiming, or to claim, by, from, or under them or either of them. In Testimony whereof the said Jacob Beam, hath hereunto set his hand, and affixed his seal, on the day, and year first herein before written.

Jacob Beam.

Signed, sealed, & deliv<sup>d</sup>. in the presence of

Which was thus endorsed viz.

W. A. Rayson &amp; Edw. S. Starr.

State of Maryland, Balt. City Lots.

On this 5<sup>th</sup> day of January, in the year 1853, before the subscribers, two Justices of the peace of the State of Maryland, in and for Baltimore City, personally appears Jacob Beam - the party grantor, in the aforesaid Indenture, and acknowledges the aforesaid Indenture, to be his act, and deed, for the pur-