

Understanding between the parties that the payment of the principal is not to be demanded under three years from date the interest however to be paid annually stands bound unto the said Hugh McAllen in the full sum of - \$762.68. said note being on stamped paper and whereas the said Philip Mc Gaughran in order to save him the said Hugh McAllen harmless indemnified and free from all loss hath agreed to execute these presents. Now then in witness whereof that the said Philip Mc Gaughran in consideration of the premises and for and in consideration of one dollar current money to him in hand paid before the sealing and delivery of these presents the receipt whereof he the said Philip Mc Gaughran doth hereby acknowledge hath granted bargained sold aliened released sufficed and confirmed and by these presents doth grant bargain sell alien release suffice and confirm unto him the said Hugh McAllen his heirs and assigns forever all those lots pieces or parcels of ground and premises lying and being at the Village called the point of Rock in Frederick County and state aforesaid to wit all that lot designated on the plat of the Point of Rocks as lot number 110 and which said lot was on the 30 day of April 1835 deeded by Charles Johnson surviving executor of the last will & testament of Roger Johnson deceased to the said Philip Mc Gaughran reference being had to Liber 63 N^os folios 420 & 421 one of the land records of Frederick County aforesaid on file on file and at large appear also all that lot piece or parcel of land which was by deed dated the 28 day of July 1847 conveyed by Elias L Delashmuth collector of Frederick County aforesaid to the said Philip Mc Gaughran reference being had to the same deed recorded in Liber N^o 35 folios 296 & one of the land records of the County aforesaid on file on file appear and also all those lots designated number 8 and 17. which were purchased of the properly authorized agent for the sale of the real estate of George Snuffer late of Frederick County aforesaid deceased by the said Philip Mc Gaughran he having paid to the said agent the consideration money but has not yet obtained a deed for the same To have and to hold the within and above described premises and every part and parcel thereof with the buildings improvements and appurtenances thereunto belonging to him the said Hugh McAllen his heirs and assigns forever to his own use and behoof Provided always and it is the true intent and meaning of these presents and of the parties to the same that if the said Philip Mc Gaughran his heirs executor and administration do and shall will and truly pay or cause to be paid to the said Hugh McAllen the amount of the aforesaid note for \$762.68 with interest within three years from the date thereof with interest on the same payable annually and shall in every and in all respects save him the said Hugh McAllen harmless indemnified and free from all loss on the note aforesaid for \$762.68 with interest as aforesaid then these presents and every matter and clause therein contained to be utterly null and void any thing contained to the contrary in any way notwithstanding In witness whereof the said Philip Mc Gaughran hath hereunto set his hand and seal on the day and year first herein before written

Signed Sealed & delivered in the presence of James Bartgist Thomas McNeal

Philip Mc Gaughran 

State of Maryland Frederick County to wit

Be it remembered and it is hereby certified that on this 9 day of August Anno Domini 1849 before the subscribers two Justices of the peace of the State of Maryland in and for the County aforesaid personally appeared Philip Mc Gaughran he being known to us of our own personal knowledge to be the person