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is recited, and whereas sometime heretofore and since the sale so made by the said John H. Hoppe to the said Thomas J. Davis and before the execution of said deed a certain agreement in writing was made and entered into by and between the said Thomas J. Davis and one Nathaniel W. Clabaugh whereby the said Thomas J. Davis agreed to convey to the said Nath: W. Clabaugh his heirs or assigns a certain part or portion of said piece or parcel of land and on which is situated a Mill and other improvements which said agreement was afterwards and heretofore assigned and transferred by the said Nath. W. Clabaugh to the said William Eagle, and who has thereby become as the assignee of the said Nath: W. Clabaugh entitled to the full benefit of the said agreement and to a conveyance of the said certain part or portion of said piece or parcel of land therein mentioned and specified, and whereas by a certain other agreement hereto directly made by and between the said Thomas J. Davis and the said William Eagle the whole residue of said piece or parcel of land so sold to the said Thomas J. Davis by the said John H. Hoppe as trustee aforesaid and now conveyed to the said Thomas J. Davis by the said John H. Hoppe by his deed above mentioned which was not mentioned and specified as included within the said agreement so made by and between the said Thomas J. Davis and the said Nath. W. Clabaugh was sold by the said Thomas J. Davis to the said William Eagle and the said Thomas J. Davis was thereby bound upon obtaining a conveyance from the said John H. Hoppe to convey the said residue to the said William Eagle his heirs and assigns forever, whereas by reason of the premises the said William Eagle has now become entitled in fact to a conveyance of the said piece or parcel so conveyed by the said John H. Hoppe to the said Thomas J. Davis with all the premises and appurtenances thereto belonging and easements and hereditaments therewith had used or exercised subject nevertheless to the right of said Thomas J. Davis his heirs and assigns in respect of his Mill called Greenfield Mills to maintain the Dam thereof at the height as measured and established by and between the said Thomas J. Davis and said Nath: W. Clabaugh before the assignment by said Nath: W. Clabaugh of said agreement to the said William Eagle and intended to be perpetuated by the certificate of a certain Thomas A. O'Neal, bearing date the 24th day of August 1835 and recorded in Liber H.S. No 1 folio 209<sup>o</sup> one of the land records of Frederick County aforesaid, and whereas the full purchase money for all said piece or parcel of land has now been paid by the said William Eagle to the said Thomas J. Davis and the said William Eagle is desirous to have a conveyance therefor and the said Thomas J. Davis being willing to execute such conveyance, Now therefore this Indenture witnesseth that the said Thomas J. Davis in consideration of the premises and of the sum of four thousand two hundred and fifty seven dollars current money to him in hand paid before the delivery hereof by the said William Eagle the receipt whereof is hereby acknowledged, hath granted bargained and sold and doth hereby grant, bargained and sold, and doth hereby grant bargain and sell, convey, alien, release, enfeoff and confirm to the said William Eagle his heirs and assigns forever, all the aforesaid piece or parcel of land and premises being part of a tract called The Resurvey on "Fox Hall" containing the said quantity of one hundred and fifteen and three fourths acres of land more or less, which is particularly mentioned and described in the said deed from the said John H. Hoppe to the said Thomas J. Davis, together with the Mill and all improvements thereon and all the rights -