Deed

At the request of James & Martha Esworthy the following deed was recorded
February 26th 1855, Rec.d $1 Stamp duly, Test Edw.d Shriver Clk

This Indenture, made this Seventh day of February in the year of our Lord one thousand eight hundred and fifty five, between Joshua Dill trustee as hereinafter mentioned, and Nathan Esworthy both of Frederick County in the State of Maryland, of the one part, and James A. Esworthy and Martha Esworthy of the County and State aforesaid of the other part, Witnesseth that whereas James Esworthy, Jonathan Esworthy, James A. Esworthy, Martha Esworthy, Joseph W. Esworthy, Priscilla Esworthy and Nathan Esworthy and Samuel Shipley by their deed of trust bearing date on the 17th day of February in the year 1854, and duly Executed, acknowledged and recorded among the land records of Frederick County in Liber E.S. No 3 folios 458 &c. did constitute and appoint the said Joshua Dill their trustee to sell certain real Estate in said deed of trust mentioned, and did authorise and empower him the said Joshua Dill as such trustee to execute to the purchaser or purchasers of said real estate good and sufficient deeds of conveyance for the same, and from the purchase money arising from said sale to pay all liens &c. due upon said real estate, as by reference to said deed of trust alone in part recited will more fully and at large appear, And whereas the said Joshua Dill in pursuance of the trust reposed in him, did on the 30th day of December in the year 1854, sell unto the said James A. Esworthy and Martha Esworthy, all the right, title, interest and Estate, both at law and in Equity of the said parties to said deed of trust, or of any person claiming, or to claim any right or title by through or under them, or any of them, the real estate in said deed of trust mentioned and hereinafter more particularly described and conveyed, at and for the sum of three hundred dollars current money, and whereas also at the date of the execution of said deed of trust, the said Nathan Esworthy, one of the party grantors therein had not attained the full age of twenty one years, but has since that time and is now of the full age of twenty one years, and has assented to said sale and in further confirmation of said sale is willing to join the execution of these presents, and whereas also the purchase money has been fully paid and satisfied to him the said Joshua Dill, trustee as aforesaid, he the said Joshua Dill and Nathan Esworthy are willing to execute these presents,

Now this Indenture, witnesseth, that for and in consideration of the above recited premises and also for and in consideration of the sum of five dollars current money, to them the said Joshua Dill and Nathan Esworthy by their the said James A. Esworthy and Martha Esworthy in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Joshua Dill and Nathan Esworthy have granted bargained and sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain and sell, alien, enfeoff, release, convey and confirm unto them the said James A. Esworthy and Martha Esworthy, and their heirs and assigns forever, all that parcel of land being part of a tract called "Middle Plantation" situate, lying and being in the County and State aforesaid — beginning for the same at the end of the first line of 114 acres of land conveyed by John Prengle to Abraham Stoner and running thence South one degree East 109 3/4 pes. North 75 1/2 degs. West 62 1/3 pes. North one degree West 92 9/10 pes. to the first line aforesaid then with it North 88 3/4 degs. East 60 pes. to the beginning containing thirty eight acres, being the same parcel of land which was conveyed by Joseph W. Esworthy to Catharine Esworthy, by deed bearing date the 12th day of March 1850 and recorded in Liber W.B.T. No 11 folios 675 &c. One of the