

and by these presents doth grant, bargain, sell, release, enfeoff and confirm unto the said Richard H. Marshall and to his heirs and assigns, all that part of a tract of land upon which now resides situated, lying and being in Frederick County aforesaid, called "Discontentment"; containing one hundred and thirty eight acres and one quarter of an acre of land which said part of the tract of land called "Discontentment"; was conveyed by a certain George Warner on the fifth day of November 1835 to John Williams, John Shapman and William Ashaw of the County aforesaid and recorded in Liber S. G. No 24 folio 19, 20 & 21 One of the said Records of Frederick County, as will more satisfactorily appear by reference to the said deed, and which said part of a tract of land was conveyed to the said John Arnold by a deed of John H. M. Elfrick in the capacity of Justice appointed by the Frederick County Court sitting as a Court of Equity bearing date on the tenth day of August 1835, and recorded in Liber S. G. No 43 folio 405 and 406, one of the said Records of Frederick County and also by a decree of Frederick County Court sitting as a Court of Equity on the 8th day of August 1835, and filed among the papers of the case Number 1393 before the Equity Docket of the said Court and recorded in Equity Record S. G. No 12 folio 875, as will more fully and at large appear by referring to the said decree recorded as aforesaid, and the said deed of the said John H. M. Elfrick recorded as aforesaid, and all those tracts or part of tract of land heretofore conveyed to the said John Arnold, by a certain Daniel S. Rice acting as Justice to sell the real estate of the heirs of Mary Gaver dec'd by deed bearing date the 19th day of December 1835 and recorded in Liber S. G. No 1 folio 322, 323 & 324, one of the said records of Frederick County, as will more fully appear by referring to the said deed recorded as aforesaid, which said deed bearing date as aforesaid by a new recital of the decree authorizing the said sale, the said Daniel S. Rice has again on the seventh day of April 1836 conveyed the same property to the said John Arnold by a correct deed which said deed has on this day been deposited in the Frederick County Court for record and which said land the said John Arnold doth hereby convey as as aforesaid to the said Richard H. Marshall. I have and to hold the said above recited tract of land and every part and parcel thereof with the appurtenances thereunto belonging unto the said Richard H. Marshall his heirs and assigns to the only proper use and benefit of the said Richard H. Marshall his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever, provided always and it is the true intent and meaning of these presents and the said parties hereunto that the said John Arnold his heirs Executors or administrators do and shall well and truly pay or cause to be paid unto the said Richard H. Marshall his Executors, administrators or assigns the said full sum of three thousand dollars current money with legal interest for the same on or before the ninth day of October 1836, according to the requisition of the above recited allegation without any deduction or abatement whatever the and from thenceforth these presents and every matter and thing herein contained shall cease and be utterly null and void anything contained therein to the contrary thereof in any wise notwithstanding, and the said John Arnold for himself his heirs Executors and administrators doth covenant promise and agree to and with the said Richard H. Marshall his Executors, administrators and assigns in manner and form following that he the said John Arnold his heirs Executors or administrators or some of them shall well and truly pay or cause to be paid unto the said Richard H. Marshall his heirs Executors, administrators or assigns, the said sum of three thousand dollars with legal interest as aforesaid on the day herebefore limited for the payment thereof, and that the said granted and released premises now are and at all times from and after default shall happen to be made of or non payment of the said sum of three thousand dollars and interest aforesaid or any or any part thereof shall

last her the more Equity less, singular former his said April laborer and deed, id. in any deed, Plaint Park coming under laws to the said Israel Arnold, of said, personal of the