

for the sum of one hundred dollars and thirty one and a fourth cts. - and whereas there appears to be a legal impediment why the said Samuel Abelt does not at this time convey the said several pieces of land to the said John Arnold by a title in fee simple,

Now the condition of this obligation is such that if after the aforesaid impediment shall be removed the said Samuel Abelt shall make and execute to the said John Arnold his heirs and assigns and deliver to the said John Arnold a good and sufficient deed of conveyance of the said lands and premises, one moiety of the cost of such deed shall be at the cost of the said Samuel Abelt. - and the other moiety at the cost of the said John Arnold, in which deed there shall be a general warranty and assurance free from all incumbrances, and shall also permit and suffer the said John Arnold his heirs and assigns, peaceably and quietly to receive and take to his and their own use, the rents and profits of the premises and every part thereof, until such conveyance and assurance shall be made and executed as aforesaid, without any let, suit, molestation, disturbance or denial of him, the said Samuel Abelt, his heirs Executors or administrators or any of them or by any other person or persons, by him or them, or any of their means, rights, titles or procurement, then this obligation to be void, else to remain in full force and virtue in law, -

Signed Sealed and delivered in the presence of M. Bowler
Samuel Abelt

Received March 29th 1851. One hundred dollars and thirty one and one fourth cts in full of the consideration money of the foregoing bond,
Samuel Abelt

Exhibit D-10

This Indenture made this 21st day of February in the year of our Lord 1851, between John Hefelbrow of Washington County Maryland of the one part and John Arnold of Frederick County Maryland of the other part, witnesseth that the said Hefelbrow, for and in consideration of the sum two thousand three hundred and thirty three dollars and ninety two cents current money to him the said Hefelbrow in hand paid by the said Arnold at and before the dealing and delivery of these presents the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents hath given, grant, bargain and sell unto the said Arnold his heirs and assigns, all the following described part of a tract of land called "David's Purchase"; (except that part of it held by Parker Society as a Burialling ground containing one acre of land and except that part of it also lying South of the public road from Lee's Mill to the mountain which was heretofore conveyed to Mr. Henson) lying in Frederick County, beginning at the end of 11 perches on the 8th line of whole tract called "David's Purchase", running thence S 43° 00' E 108 ft to a stone, S 19° 00' E 114 ft to a stone planted N 70 1/2° W 53 1/2 ft perches to a stone now planted adjoining a post fence then with said fence S 19 1/2° W 91 ft to the middle of a lane - S 42° E 22 ft to a stone now planted S 17° E 24 1/2 ft to a stone now planted at the root of a white oak tree marked with iron notches S 25° W 27 1/2 ft to a stone formerly marked ~~the~~ ~~of~~ standing at the end of the 28th line of the whole tract called "David's Purchase", then with the 29th and last line of said tract S 74° E 60 perches to the beginning of the whole tract called "David's Purchase", then with the outline of said tract the seven following courses and distances N 75° W 114 ft to a stone N 22° E 28 ft to a stone N 62° E 28 ft to a stone S 79° E 10 ft to a stone marked ~~the~~ then N 20 1/2° E 34 1/2 perches to a stone marked ~~the~~ at the end of 120 ft on the 7th and last line of a tract called "Uncle's Gift" and with it reversed N 45° W 15 ft to a stone planted marked P.M.

Exhibit D-10