have and to hold the said tract, piece or portion of land with all the improvements, buildings and appurtenances to the said Lydia for and during her natural life and no longer to the following uses, trusts intents and purposes to wit, first to the sole use and benefit of the said Henry Hartsock until said intended marriage shall be solemnized and at and after said marriage to the joint use and benefit of the said Henry and Lydia during their joint lives and in case the said Lydia shall survive the said Henry then for the residue of her natural life to her sole and exclusive benefit and use the remainder in fee being reserved to and remaining in the said Henry his heirs and assigns, the said life estate of the said Lydia after the decease of her said husband being subject to this further condition and restriction, that the said Lydia in case of and after his decease shall permit and suffer each and every of the children of said Hartsock now living to board and reside with her they paying her severally the sum of thirty dollars per annum so long as they shall please to remain and shall demean themselves well and orderly. The said Henry Hartsock further on his part hereby stipulates and covenants that he has good and perfect title to said lands and premises and the right to convey and limit the same in manner aforesaid, and he further stipulates and covenants to and with said Lydia that he will board, clothe and maintain in a suitable manner during their contemplated coverture the daughter of the said Lydia now living of her former marriage. The said Henry Hartsock further grants, stipulates and covenants with the said Lydia that she shall have and retain all her own property of which she now has and claims whether the same be in possession or in action to her sole and separate use and benefit, free, clear and discharged of all claims or demand of her said intended husband, provided however that during the coverture the same shall be used and enjoyed by the said intended husband and wife jointly and to be under his management and direction, which said property for greater certainty is hereby designated as follows viz- one negro man named Evan, aged nineteen years to serve until he is thirty five, one dark red cow, some household and kitchen furniture and notes & evidences of debt amounting to the sum of four hundred dollars all of which said property and notes evidences of debt and monies shall be and are hereby declared to be vested in and subject to the uses aforesaid, shall remain in the said Lydia and in default of appointment a disposition of the same by the said Lydia by last will and testament hereafter to be made in due form of law shall at and upon her decease pass to and vest in her said daughter Mary Conner absolutely, and the said Lydia in consideration of the several provisions grant, covenant and stipulations herein before made by the said Henry touching and concerning both real and personal estate and which are by him made entered into and granted in lieu of her dower and distribution share both of real and personal estate which she might hereafter claim by virtue of the said intended marriage doth hereby consent and agree to accept and receive the provision hereinafter made for her as and for her jointure and in lieu for and full satisfaction of all such dower or thirds and distributions share under the laws of this State, which she could or might, claim out of any lands, tenements, goods or chattels whereof the said Henry now is or at any time hereafter during said intended coverture shall be seized or possessed, and she doth further hereby for the consideration aforesaid relinquish and quit, claim unto the said Henry his heirs Executors and assigns all right, title or claim of and to all his other lands, tenements and hereditaments not hereinbefore secured, settled and conveyed as aforesaid. In Witness whereof the said parties have interchangeably hereunto set their hands and seals.

Test. M. Pattyell.

Henry Hartsock (Seal)
Lydia A. Conner (Seal)

Which is thus Endorsed

State of Maryland Frederick County to wit

Be it remembered that on this 24th day of August anno Domini 1854 before the subscriber a Justice of the Peace in and for said County and State personally appeared Henry Hartsock and Lydia A. Conner the respective parties grantor and grantee to the foregoing deed

Subpoena

Subpoena

Order for Comm to Appt Guardian

Commission