

subscribed a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared Elizabeth A. Benton Trustee and made oath in due form of law that the matters and things stated in the foregoing report are true, and that the sale therein reported was fairly made.

Shown before Sam Davis J.P.

John Gardner

N<sup>o</sup> 3227 Equity.

E. A. Benton Trustee

In the Circuit Court for Frederick County.

The undersigned adult executor and natural guardian of the infant children of James I. Benton dec<sup>d</sup> do agree that Elizabeth A. Benton as Trustee in this cause may sell at private sale to Wm. Curran J. Benton, Rachel A. Benton & Theodore I. Benton part of a tract of land called Piedmont and part of a tract called The Resurvey on Williams Chance's containing one hundred & fifty more or less acres of land more or less, described in this cause for the sum of three thousand dollars cash and we further agree that said sale may be ratified by the Court without previous publication of the order nisi.

Elizabeth A. Benton, Trustee, Wm. Curran J. Benton, Rachel A. Benton, Theodore I. Benton, Elizabeth A. Benton Natural Guardian for Infant Children.

John Gardner

N<sup>o</sup> 3227 Equity.

Elizabeth A. Benton Trustee

Circuit Court for Frederick County in Equity.

Ordered by the Court this 27<sup>th</sup> day of February 1846 that the foregoing report of sales be ratified & confirmed, it appearing by a paper filed in the cause, that the purchasers here at law have in writing consented to a ratification of the sale without the publication of the order nisi, and this Court by its previous order having authorized the Trustee to sell at private sale. It is further ordered that this cause be referred to the Auditor to state an account first giving the usual notice to creditors, unless such notice has been heretofore given.

W. Nelson

At the request of Markell & Dill the following mortgage was recorded June 20 1849.

This Indenture made this 19<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and forty nine, between Samuel I. Benton of Frederick County in the State of Maryland of the one part and Jacob Markell & Julius Dill of the County & State aforesaid of the other part, Whereas the said Jacob Markell & Julius Dill stand bound for the said Samuel I. Benton as sureties on notes to the Frederick Town Savings Institution for fifteen hundred dollars bearing date the 19<sup>th</sup> day of June 1849, and payable six months after date, also as sureties on four several notes of land to Elias L. Delashmunt all bearing date the 19<sup>th</sup> day of June 1849, each for the sum of five hundred and twenty four dollars 37<sup>1</sup>/<sub>2</sub> cents, the first payable one year after date, the second payable two years after date, the third payable three years after date, and the fourth payable four years after date, and all of which said notes are on stamp paper; And whereas the said Samuel I. Benton in order to save the said Jacob Markell & Julius Dill harmless indemnified & free from all loss or liability in having become & in consenting to continue as sureties upon each renewal of the aforesaid notes for fifteen hundred dollars to the Frederick Town Savings Institution or for as much thereof as may remain due upon each renewal & in having become sureties upon the aforesaid four several notes to Elias L. Delashmunt hath agreed to execute these presents. Now this Indenture witnesseth that the said Samuel I. Benton in consideration of the premises & for & in consideration of one dollar current money to him in hand paid before the sealing & delivery of these presents the receipt whereof he the said Samuel I. Benton doth hereby acknowledge hath granted, bargained, sold, aliened, released, conveyed, confirmed and by these presents doth grant, bargain, sell, alien, release, confirm & convey unto them the said Jacob Markell & Julius Dill and their heirs and assigns all that part of a tract or parcel of land lying & being in the County and State aforesaid being