

N.O. 3633 Equity.

S. Kamberg, Beginning for the outlines at a stake now placed in the Woodside Ferry Road, it being at the end of 115 ps. on the 20th line of said Lot No. 1, and running thence with the road leading to Troutstown:

1. N. $58\frac{1}{2}^{\circ}$ W. 18 ps.
2. N. $2\frac{1}{2}^{\circ}$ E. 109 ps intersecting the 1st line of Edward Nichol's farm, and with it reversed.
3. S. $76\frac{7}{8}^{\circ}$ E. $16\frac{4}{10}$ ps to the end of the 19th line of the aforesaid Lot no. 1, and with the 20th line, connecting the same, this year 1867.
4. S. $2\frac{1}{2}^{\circ}$ W. 115 ps to the beginning, containing 11 acres and 19 square perches.

That the price agreed upon to be paid by the said James H. Beall for said first parcel, containing 275 acres 1. Pond and 36 square perches, was fifty six dollars per acre, making \$12,600.00; and that the price agreed upon for the said second parcel containing 11 acres and 19 square perches, was one hundred dollars and twenty five cents per acre, making \$1126.50; the aggregate for both parcels \$13,726.50. That it was further agreed by and between the said Thomas Foley and the said James H. Beall, that the said Beall should pay one half of the entire purchase money of said two tracts in cash, and execute his promissory note, with approved security for the remainder payable with interest, three years after date, (namely August 31st 1867). That on payment of said cash and the execution of said note, the said Beall should take possession of said lands, and on the payment of the entire purchase money according to the tenor of said promissory note, and the interest thereon, the said Thomas Foley would convey the said lands, in fee simple without encumbrances, to said James H. Beall by a good and sufficient deed.

That in accordance with said agreement the said James H. Beall paid \$6870 $\frac{52}{100}$ the one half of said purchase money in cash, to said Thomas Foley, and executed with Lewis S. Beall and Daniel T. Jones a joint and several note, for the like, principal sum, payable to said Thomas Foley or order, with interest, three years after date, and expressing in the same that it was for the deferred payments, on said, manor land.

That said Thomas Foley accepted said note and delivered possession of the same, and at the time of his death, as hereinafter stated,