

beginning being the same lot or parts of lots of ground of which Horatio Waters late of Frederick County died seized and possessed and which he obtained in his lifetime from John McPherson by deed dated the thirteenth day of May in the year 1922 and recorded in the Land Records of Frederick County, aforesaid, in Liber J.S.No.15 folios 731 &c, which John McPherson obtained from Samuel Clapham and wife by deed dated on the 23rd day of August in the year Eighteen hundred and fifteen as by reference to said deeds and records will fully appear.

Witness our hands and seals.

Test:-

W. Mahoney

Jas. McSherry (seal)

John C. Hardt (seal)

Which is thus endorsed Viz:-

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this Eighth day of April in the year Eighteen hundred and Seventy Six before me the subscriber a Justice of the Peace of the State of Maryland in and for the County of Frederick aforesaid personally appeared James McSherry and John C. Hardt and did each acknowledge the foregoing deed to be their respective act.

W. Mahoney J.P.

State of Maryland, Frederick County, to-wit:-

I hereby certify that the foregoing is a true copy of the original deed from Jas. McSherry & John C. Hardt, Trustees to David A. Castle, as recorded in Liber T.C.No.5 Folio 68 &c, one of the Land Records of Frederick County, Maryland.



In Testimony whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Frederick County, at Frederick, Md, this 27th day of November A.D. 1922.

(Filed Feby, 15. 1923)

Eli G. Haugh

Clerk of the Circuit Court for Frederick County, Md.

EXHIBIT NC

THIS AGREEMENT, made this 20th day of November, in the year Nineteen hundred and Twenty-two, by and between us, Horace C. Zacharias and Joseph W.L. Carty, Trustees for Ellen C. Castle, parties of the first part, and James R. Cohen, party of the second part, all of Frederick City, Frederick County, Maryland.

WITNESSETH, That for and in consideration of the sum of FIVE HUNDRED (\$500.00) DOLLARS, cash in hand paid upon the signing and sealing of this Agreement, by the party of the second part unto the said parties of the first part, the same being part payment upon the purchase price of the property hereinafter described, the parties of the first part hereby agree to sell and do hereby sell (subject to the ratification of the Circuit Court for Frederick County, Maryland) unto the party of the second part, all the following described lot or parcel of ground, together with the improvements thereon, and rights and ways thereunto belonging, situate, lying and being on the east side of South Market Street, improved with a double brick dwelling known as Nos. 114 and 116 South Market Street, in Frederick City, Md. The full price of said property agreed upon to be Five Thousand, Four Hundred (\$5,400.00) DOLLARS, less Agent's commission \$150, making the net price Fifty two hundred & Forty Dollars payable as follows; FIVE HUNDRED DOLLARS, cash in hand paid upon the signing and sealing of this agreement, as above set forth, the receipt of which is hereby acknowledged, the balance of said purchase money to be paid on or before the first day of April, A.D. 1923, upon the execution and delivery of the parties of the first part of a good and sufficient deed, conveying a marketable title to the said property, free, clear and discharged of all liens, taxes and encumbrances, together with a peaceable and absolute possession of the foregoing property in its entirety on the 1st day of April, A.D. 1923. And the party of the second part hereby agrees to purchase said property