

132! Said Samuel Ogle his Heirs and Assigns against all Persons whatsoever shall and will Warrant and Defend by these Presents Provided always and these Presents are upon this Condition nevertheless that if the said Charles Higginbotham his Executors Administrators shall well and truly pay or cause to be paid to the said Samuel Ogle his Executor Administrators or Assigns the sum of Two hundred and Twenty Pounds of Lawfull Money of Great Britain on the Twenty fourth day of April next ensuing the date hereof with legal Interest for the same from the date hereof together with the Charges of Drawing and Recording this Conveyance then this present Indenture and the Estate hereby granted and Conveyed shall Cease and Determine and the Lands and Premises become the Right and Estate of the said Charles Higginbotham and his Heirs any thing herein contained to the Contrary in any wise notwithstanding And the said Charles Higginbotham for himself his Heirs Executors Administrators and Assigns are ready of them both Covenant Promise and Grant to and with the said Samuel Ogle his Executors Administrators and Assigns by these Presents that he the said Charles Higginbotham his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Samuel Ogle his Executor Administrators by Assign the said sum of two hundred and twenty Pounds Sterling with legal Interest for the same at the day herein before appointed for Payment thereof according to the true Intent and meaning of these Presents Whilte soe whereof the Parties to these Presents have hereunto Interchangeably set their hands and seal the day and year just above written
Sealed and Delivered

Ch. Higginbotham Seal

in the presence of

Witness

John Barnard Esq: Gent.

In the back of the abovesigned Deed was thus Endorsed vizt:

April the 25th 1751 Received of his Excellency Samuel Ogle Esquire the sum of Two hundred and twenty Pounds Sterling being the Consideration Money within mentioned Witness John Barnard Esq: Gent. Ch. Higginbotham

Sane before me the Subscriber one of his Lordships Justices of the Provincial Court Charles Higginbotham and acknowledged the within Instrument as his Act and Deed and the Lands and Premises within mentioned to be the Right and Estate of the said Samuel Ogle and his Heirs according to the Directions of the Act of Assembly in that case made and provided

Ich now ledged before me this 25th Day of April 1751
Accorded April 25th 1751 John Barnard

Ex. This Indenture made the twenty sixth day of April in the year of our Lord One Thousand seven hundred fifty and one Between Charles Carroll Esquire and Charles Carroll Surgeon as Executors of James Carroll deceased on the one part and Edward Flanagan of Baltimore County Painter on the other part witnesseth That whereas James Carroll of Anne Arundel County by his last Will and Testament devised sundry Lands in Baltimore County to be sold by his said Executors as by the said Will may appear Now this Indenture further witnesseth That the said Charles Carroll Esquire and Charles Carroll Surgeon in Pursuant to the said Will and as Executors as aforesaid for and in Consideration of the sum of fifty Pounds Sterling Money to them in hand paid by the said Edward Flanagan Have Bargained Sold Aliened Enfeoffed and Confirmed and by these Presents Do Bargain Sell alien Enfeoff and Confirm unto him the said Edward Flanagan All That part of a Tract of Land called the Out Quarter lying in Baltimore County granted to him the said James Carroll that is to say Beginning at the end of two hundred & ten Perches in the South by East five hundred Perches line of the whole Tract of Land called the Out Quarter

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