

on the Eighthe day of April Eightene hundred and fifty six (1856) have surrendered the property being charged, and the said Emollments having certified that the said Ship or Vessel, has one deck and two masts, and that her length is seventy eight feet, her Breadth twenty one feet two inches, her depth six feet two & a half aftwards, and that she measures Eighty nine tons and ⁷⁴/₉₅th of a Ton, that she is a schooner, has a square Stern and a kilted head. And the said Theodore Phillips having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said Act, the said Schooner has been duly enrolled, ^{at the port of Vienna} Given under hands and seal at the Port of Vienna Md.

this twentieth day of September, in the year one thousand eight hundred fifty six 1856 To Have and To Hold the said Schooner or Vessel Called the "Increase," of Vienna Md and appertences therunto belonging, unto the said Thomas Cooper, his executors, administrators and assigns, to the only proper use and behoof, and as the proper Goods and Chattels of the said Thomas Cooper, his executors, administrators and assigns, from henceforth, forever.

And I the said Theodore Phillips, for myself, my executors and administrators, do hereby covenant and agree to and with the said Thomas Cooper, his Executors, administrators and assigns, that at the execution of these presents I am the true and lawful owner of the said Schooner Called the "Increase," of Vienna Md. and appertences, and that have full right and authority to sell and dispose of the same, freed from and cleared of all claims, incumbrances or demands whatsoever. Provided Always, and these presents are upon this condition, Nevertheless, that if the said Theodore Phillips, his executors, or administrators, shall well and truly pay or cause to be paid unto the said Thomas Cooper, his Executors, administrators or assigns, the sum of One Hundred & Eighty five Dollars and Eighty six Cents, that then and from thenceforth, these presents and every thing herein contained, shall cease and determine and be absolutely void, otherwise to be and remain in full force and virtue.

And it is hereby covenanted and agreed by and between the parties to these presents, that if default shall be made in the payment of the said sum of One Hundred and eighty four Dollars and eighty six cents, that then and from thenceforth it shall be lawful for the said Thomas Cooper, his Executors, administrators or assigns, to enter upon and take possession of the said Schooner or Vessel, her masts, Yards, Sails, Rigging, Anchors, Cables, Boats, Tackle, Apparels and appertences aforesaid, and to grant, bargain, sell and dispose of the same and all other the premises aforesaid at Public Auction or Vendue, in the City of Baltimore or elsewhere, first giving ten days notice of the time and place of such sale, and as the Attorney of the said Theodore Phillips, or otherwise to make, sign, seal, execute and deliver to the purchaser or purchasers thereof a good and sufficient Bill of Sale or other conveyance therefor, and out of the monies arising from such sale, to retain all such sum or sums of money which shall then be unpaid on said notes, according to the true intent and meaning thereof, together with all costs and expences attending such sale, rendering the overplus money, (if any) to the said Theodore Phillips his Executors, Administrators or assigns. In Witness whereof Theodore Phillips, hath hereunto set my hand and seal this first day of April, in the year of our Lord one thousand eight hundred and fifty seven.

Signed, sealed and delivered in the presence of
A. W. Pennington

Theodore Phillips

State of Maryland, City of Baltimore, set

I the subscriber, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore