

dated the 21st day of March 1844 for three hundred and seventy nine dollars and ninety six Cents payable forty five days after date by its other note dated 4th of March 1844 payable three months after date for one thousand and ninety four dollars and and twenty five Cents by its other note dated 4th March 1844 payable six months after date for seven hundred and twenty seven dollars and eight Cents and by its other dated the 26 day of December 1840 payable six months after date for one thousand and ninety three dollars and thirty four Cents and to secure the payment of the said sum of money according to the tenor and effect of the said notes the said Annapolis & Elkridge Railroad Company is willing and hath agreed to execute these presents Now the Indenture Witnesseth that for and in consideration of the above recited premises and of the sum of one dollar current money to the said Annapolis and Elkridge Rail Road Company paid by the said Betts Pusey & Harlan at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened, released, conveyed, and confirmed and by these presents doth grant bargain sell alien, release, convey and confirm unto the said Betts Pusey and Harlan and the survivor of them and their assigns the following property to wit, one eight wheeled Baggage and Freight Car one eight wheeled Passenger Car one eight wheeled Ladies Car one four wheel Passenger Car and one four wheel Merchandise Car together with all the fixtures to said Cars belonging which said Cars are now in the possession of the said Annapolis & Elkridge Rail Road Company To have and to hold the said Cars above described unto the said Betts Pusey and Harlan and the survivor of them and their assigns forever unto their only proper use and behoof and to and for no other use intent or purpose whatsoever Provided however and the Indenture whereby declared to be upon this express condition that if the said Annapolis and Elkridge Rail Road Company do and shall well and truly pay or cause to be paid unto the said Betts Pusey and Harlan or the survivor of them or to their assigns the foresaid sum of seven thousand two hundred and fifty six dollars and twenty three Cents, at the times the above mentioned notes shall become due and payable according to the tenor and effect of the said notes then this Indenture and every matter and thing therein contained shall cease and determine and become utterly null and void any thing therein contained to the contrary thereof in any wise notwithstanding And the said Annapolis and Elkridge Rail Road Company doth here by constitute nominate and appoint Nicholas W Green Esquire of the City of Annapolis to be and lawful Attorney for and in its name to acknowledge the foregoing deed or indenture before such person or persons in the State of Maryland who are or shall be authorized to receive and take the same and to cause and procure the same to be recorded according to the

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