

On the back of the aforesaid was this written to wit.

Maryland Anne Arundel County 5th April 18th day of July 1843 before me one of the Justices of the Peace for the County aforesaid appeared George A. Barber and acknowledged the within instrument of writing to be his act and deed according to the true intent and meaning thereof and the Act of Assembly in such behalf made and provided

Cuteb White

Recorded the 20th day of February 1843

Know all men by these presents that we John Mercer and Margaret Mercer of Anne Arundel County for the purpose of receiving to the President Directors and Company of the Farmers Bank of Maryland the payment of the sum of money hereinafter mentioned and in consideration of the sum of five hundred dollars current money to us in hand paid by Thomas Franklin of said County at or before the making and delivery of these presents do hereby acknowledge same granted bargained and sold unto by these presents to grant bargain and sell unto the said Thomas Franklin his Executors administrators and assigns all the Crops of Tobacco now being on the farm on West river in said County belonging to the said Margaret Mercer and now in possession of the said John Mercer To have and to hold the said Crops of Tobacco unto the said Franklin his Executors administrators and assigns In Trust nevertheless to sell the same with all Proceedings appertaining for ready money and the proceeds thereof when raised to apply in the first place to defray the expenses attending the Execution of this Trust and secondly to pay the same out to the said President Directors and Company of the Farmers Bank of Maryland the sum of Two thousand five hundred dollars on account of the debt now due and owing from the said Margaret Mercer to said Bank and lastly as to any residue to pay the same over unto the said Margaret Mercer her Executors or administrators or assigns and the said John Mercer and Margaret Mercer hereby undertake at their own proper cost and charge and as early as practicable to pack the aforesaid Crops of Tobacco and place the same on board some suitable vessel or Vessels consigned to some agent or agents in the City of Baltimore to be named by the said Franklin to be by such agent or agents sold on account of said Franklin and it is hereby further agreed that the said Franklin shall not be liable to account for any loss which may occur by reason of any negligence or improper conduct in the packing shipping or sale of said Tobacco or any part thereof, but shall be accountable for the due application of the proceeds of sale of said Tobacco after the same shall be paid over into his hands and not otherwise nor to any other extent In Witness whereof the said John Mercer and Margaret Mercer have

hereunto,