

the county aforesaid the above named Aquilla Pumphrey and Ann Catherine Pumphrey and acknowledged the foregoing deed to be their act and deed according to the true intent and meaning thereof

acknowledged before John Young
R. H. Matts

State of Maryland Baltimore county Sh^{eriff} I hereby certify that John Young and Richard H. Matts gentlemen before whom the aforesaid acknowledgments were made and who have thereto subscribed their names were at the time of so doing two Justices of the peace in and for the county aforesaid duly commissioned and sworn,

In Testimony whereof I have hereto set my hand and affixed the seal of my office this twenty eighth day of December in the year eighteen hundred and nine,

Wm Gibson Clk. Balt. Co. Md.

Recorded the 7th day of Jan^y 1810

This Indenture made this fourteenth day of December in the year of our Lord eighteen hundred and nine, between Brice J Gassaway of Ann Arundel county of the one part and Alexander Fridge and William Morris trading under the name and firm of Fridge and Morris, and Joseph Smith of the city of Baltimore of the other part, Whereas the said Fridge and Morris and the said Joseph Smith by their credit and paper have procured an accommodation and loan of eight thousand dollars from the Union Bank of Maryland for the use of Henry and George Gassaway sons of the said Brice J Gassaway and merchants of the city of Baltimore, and for that purpose have given to the said Henry and George Gassaway the following promissory notes, one note dated October 30th 1809. for the payment of one thousand dollars sixty days after the date thereof drawn and subscribed by the said Fridge and Morris in favour of Joseph Smith and indorsed by the said Joseph Smith to the said Henry and George Gassaway, one other note dated November 2⁷ 1809. for the payment of one thousand dollars sixty days after its date drawn and subscribed and indorsed as aforesaid, one other note dated December 4th 1809. for the payment of one thousand dollars sixty days after date drawn subscribed and indorsed as aforesaid, one other note dated December 4th 1809. for the payment of one thousand dollars and indorsed as aforesaid, one other note dated December 4th 1809. for the payment of one thousand dollars sixty days after (after)

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after its date drawn subscribed and indorsed as aforesaid; one other
 note dated October the 12th 1809. for the payment of one thousand
 dollars sixty days after the date thereof drawn and subscribed by the
 said Joseph Smith in favour of Fridge and Morris and indorsed
 by the said Fridge and Morris to the said Henry and George Gasaway,
 one other note dated October 16th 1809. for the payment of one
 thousand dollars sixty days after its date drawn, subscribed and
 indorsed as last aforesaid; one other note dated November
 13th 1809. for the payment of one thousand dollars sixty days
 after its date drawn subscribed and indorsed as last aforesaid
 one other note dated November 16th 1809 for the payment of one
 thousand dollars sixty days after its date drawn subscribed
 and indorsed as last aforesaid, all which notes have been
 discounted at the Union Bank of Maryland for the use and
 accommodation of the said Henry and George Gasaway and the said
 notes renewable every sixty days, that is to say, upon each respective note
 arriving at maturity a similar note to be granted to be discounted as
 aforesaid and to be applied to the payment of the note at maturity, that
 the said accommodation may be continued to the said Henry and George
 Gasaway according to the usage and custom of merchants for three years
 from the date of these presents, And whereas the said Bruce Gasaway
 is desirous to secure save harmless and indemnify the said Fridge and
 Morris and the said Joseph Smith from all damage and responsibility
 on the notes made or to be made as aforesaid, Now this Indenture
 witnesseth, that the said Bruce Gasaway in consideration of the
 notes granted and to be granted by the said Fridge and Morris
 and the said Joseph Smith for the accommodation of the
 said Henry and George Gasaway as aforesaid as also for and
 in consideration of the sum of five dollars to him in hand paid
 by the said Fridge and Morris and the said Joseph Smith at
 or before the sealing and delivery of these presents the receipt whereof
 is hereby acknowledged hath granted bargained and sold aliened
 released and confirmed and by these presents doth grant
 bargain sell alien release and confirm unto the said Abraham
 Fridge, William Morris and Joseph Smith their heirs and assigns
 two parts of two tracts of land lying in Anne Arundel
 county in the state of Maryland containing in the two
 parts five hundred acres more or less, the one part
 being part of a tract called "Indwellens second addition"

to his Manor" the other being part of a tract of land called
 "Partnership" (on which two parcels of land the said Brice J. Gassaway
 now resides) together with all and singular the buildings and
 improvements privileges and appurtenances thereunto belonging
 and all the right estate and title of him the said Brice J. Gassaway
 of in and to the said two parcels of land and premises, To have and
 to hold the said two parts of the said two tracts of land with
 the appurtenances unto the said Alexander Fridge, William
 Morris and Joseph Smith their heirs and assigns forever as tenants in
 common and not as joint tenants, provided always and it is
 the true intent and meaning of these presents that if the said
 Henry and George Gassaway within three years after the date
 of these presents pay or cause to be paid all notes granted
 or to be granted by the said Fridge and Morris and Joseph Smith
 for the accommodation of the said Henry and George Gassaway
 as aforesaid, and thereby completely exonerate and relieve the said
 Fridge and Morris and the said Joseph Smith from all responsibility on the
 said notes so granted and to be granted as aforesaid, then and from
 thenceforth these presents and every matter and thing therein contained
 shall cease and be utterly null and void any thing herein contained to
 the contrary in any wise notwithstanding: and it is covenanted and
 agreed upon by and between the parties to these presents that until the
 expiration of three years and default made in the payment of the
 said notes according to the time herein limited, it shall and may
 be lawful for the said Brice J. Gassaway his heirs and assigns
 peaceably to hold possess and enjoy all and singular the premises
 hereby granted and released and to have take and receive the
 rents issues and profits thereof to his and their own particular
 use, any thing herein to the contrary notwithstanding: In
 Testimony whereof the said Brice J. Gassaway hath hereunto set
 his hand and seal the day and year first above written
 signed sealed & delivered
 in the presence of
 of Cyprian F. Wells } Brice J. Gassaway Seal
 on the back of the foregoing deed was thus endorsed to wit,
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