the said Land unto a Certain Doctor Horatio Bell of Baltimore County his Heirs and Assigns as Tenant in common with the said Charles Ridgely his Heirs and Assigns an undivided Moiety or half part of thirty Acres of Land that lies on the North side of Gunpowder Falls, And Also saving Reserving and Excepting Always and forever out of the said Land unto the said Horatio Bell his Heirs and Assigns the Right and Liberty to erect as Tenant in Common with the said Charles Ridgely his Heirs and Assigns and at Joint and equal expense an abutment for a Mill dam on the South side of Gunpowder Falls And Also saving Reserving and Excepting out of the said Land unto the said John Sutton his Heirs Executors and Administrators all Rents of the said Land, and a proportion of any Annual Rents that have accrued or that shall accrue on or before the Tenth day of October next with full power and Authority to him the said John Sutton his heirs, Executors or Administrators to enter on the said Land and make distress in case of Nonpayment of the said Rents in the name of the said John Sutton or in the name of the said Charles Ridgely And the said John Sutton for himself his Heirs and Assigns and every of them doth hereby Covenant grant and Agree to and with the said Charles Ridgely his Heirs & Assigns and every of them in Manner and form following that is to say first that he said Charles Ridgely his Heirs and Assigns and every of them shall and may lawfully and peaceably possess have & enjoy the Land aforesaid with its Appurtenances above Conveyed or Intended to be Conveyed by him the said John Sutton to him the said Charles Ridgely without any manner of Trouble disturbance or eviction of him the said John Sutton his Heirs or Assigns or any of them Secondly that he the said John Sutton and his Heirs shall and will at any time hereafter when requested, at the Cost and Expence of the said Charles Ridgely his Heirs or Assigns make and Execute any Other or further Deed for the better Assurance & Conveyance of the premises in this Deed Mentioned to the said Charles Ridgely his Heirs or Assigns as the said Charles Ridgely his Heirs or Assigns shall Require According to the true Intent and Meaning of these presents Provided that such Assurance or Conveyance Contain no Other than a Special Warranty Thirdly that the said John Sutton his Heirs Executors & Administrators and every of them shall and will at all times hereafter fully Indemnify and save harmless

the said Charles Ridgely his Heirs Executors Administrators and Assigns and every of them from the payment of all public and County Assessments or Tax due, payable or chargeable on the said Land at any time before the date of this deed; Fourthly that he the said John Sutton his Heirs Executors and Administrators and every of them shall and will at all times hereafter, fully Indemnify and save harmless the said Charles Ridgely his Heirs and Assigns from all damage or Injury not Exceeding the sum of five Hundred pounds Current Money that shall at any time hereafter happen or be Occasioned to the said Land or any part thereof in the said Certificate Mentioned and hereby Conveyed to the said Charles Ridgely by the Reason of the erecting any Abutment of a Dam for any Water Works on any part of the Land in the said Certificate Contained and hereby Conveyed as aforesaid except only such damage as shall arise or may be Occasioned and may be Recoverable from a Certain George Fitzhugh by the Reason of the Erecting by the said George Fitzhugh his Heirs or Assigns an Abutment of a Dam in Virtue and consequence of and Agreeably to the terms and Conditions Rights and privileges Contained and Expressed in a Bond or Obligation dated on the Eighteenth day of February in the Year Seventeen Hundred and Eighty six from a Certain William Welsh to the said George Fitzhugh and in a Bond or Sealed Instrument of Writing on the same day & Year Last Aforesaid from the said George Fitzhugh to the said William Welsh, and which Rights and privilege to the said George Fitzhugh the said William Welsh Could only Grant for Lives and which Right and privilege the said Charles Ridgely hereby Agrees and Covenants to Confirm to the said George Fitzhugh his Heirs and Assigns for ever on the same terms and Conditions Expressed in the Bond aforesaid from the said George Fitzhugh to the said William Welsh, And Lastly that the said John Sutton and his Heirs shall and will forever hereafter warrant and defend the Land Aforesaid in the said Certificate Mentioned with the Appurtenances above Conveyed or Intended to be conveyed by the said John Sutton to the said Charles Ridgely against him the said John Sutton his Heirs and Assigns and all persons Claiming or to claim by from or under him the said John Sutton his Heirs or Assigns And the said Charles Ridgely for himself his Heirs and Assigns and every of them doth hereby