nine and a half perches, north twenty four degrees, west seventeen and a quarter perches, north seventy six degrees, west thirty five perches, north nineteen and a half degrees east sixty six and a half perches, North forty four and a half degrees west fifty four perches, north eleven degrees, east sixty six and three quarter perches to a hickory sapling marked with twelve notches, south fifty two and a half degrees east one hundred and twelve and three quarter perches to a large marked white oak, south forty perches to a stake, south five degrees, east twenty five perches to a stake, thence south eighty eight and a half degrees east three hundred and sixteen perches to the place of beginning, containing four hundred and ninety four and a half acres of land more or less, together with all and singular the buildings, improvements and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions, remainders, rents issues and profits thereof, and all the estate, right title and interest whatsoever of him the said Doctor Frisby Tilghman both at law and in equity of in and to the said parts of tracts or parcels of land and premises hereby bargained and sold, or intended so to be and every part and parcel thereof. To have and to hold the said tracts or parcels of land and premises so as aforesaid described, together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold, or meant mentioned or intended hereby so to be, and every part and parcel thereof, with their and every of their appurtenances unto the said Charles M'Cauley Junr. his heirs and assigns forever, and to and for no other use intent or purpose whatsoever: And the said Doctr. Frisby Tilghman for himself, his heirs, executors and administrators doth hereby covenant, grant promise and agree to and with the said Charles M'Cauley Junr. his heirs executors, administrators or assigns, that he, the said Doctor Frisby Tilghman and his heirs the said parts of tracts or parcels of land and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said Charles M'Cauley Jr. his heirs and assigns, against him the said Doctr. Frisby Tilghman and his heirs and against all and every person or persons whatsoever claiming or to claim any right, title or interest in and to the same or any part thereof, shall and will hereafter warrant and forever defend by these presents: And the said Doctor Frisby Tilghman for himself, his heirs, executors and administrators doth further covenant, grant promise and agree to and with the said Charles M'Cauley Jr. his heirs, executors administrators and and assigns that he the said Doctor Frisby Tilghman and his heirs shall and will at all times hereafter whenever required thereto by the said Charles M'Cauley Jr. his heirs or assigns at the proper cost and expense of the said Charles M'Cauley Jr. his heirs or assigns, make, do, execute and acknowledge all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, device or devises in the law, as he the said Charles M'Cauley Jr. his heirs or assigns or his or their counsel learned in the law may or shall advise, devise or require for the more certain and effectual assuring conveying and quieting the possession of the said Charles M'Cauley Jr. his heirs or assigns of, in and to the said parts of tracts or parcels of land and premises with the appurtenances forever: In witness whereof the said Doctr. Frisby Tilghman hath hereunto subscribed his name and affixed his seal the day and year first herein before written.

Signed, sealed and delivered in presence of } F. Tilghman (Seal)
John Buchanan. Upton Lawrence.

Received on the day of the date of the above deed of and from the above named Charles M'Cauley Jr. the sum of four thousand, four hundred and ninety five pounds, ten shillings current money of Maryland being the consideration mentioned in the said deed. F. Tilghman.

Maryland, Washington County, to. Be it remembered that on this twentieth day of August in the year of our Lord one thousand eight hundred and eight personally appears Doctor Frisby Tilghman of Washington County, the party Grantor within named, before me the subscriber Chief Judge of the fifth Judicial District of the said State, comprehending Frederick Washington and Allegany Counties, and acknowledges, the within deed or instrument of writing to be his act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Charles M'Cauley Jr. party Grantee also therein named, his heirs and assigns forever according to the purport, true intent and meaning of the said deed or instrument of writing, and the acts of assembly in such case made and provided: And now at the same time also personally appears Anna Maria Tilghman wife of the said Doctor Frisby Tilghman before me Chief Judge as aforesaid and acknowledges the said deed or instrument of writing to be her act and deed, and the land and premises therein mentioned to be the right and estate of the within named Charles M'Cauley Jr. his heirs and assigns forever. And the said Anna Maria being by me examined apart, from and out of the hearing of her husband, whether she doth make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband or fear of his displeasure, acknowledges that she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of or ill usage by her husband or fear of his displeasure. Taken and certified the day and year above written. Jno. Buchanan.

Charles M'Cauley deceased bequeathed to his son Hugh a legacy of one thousand pounds, and to each of his other children except his son Charles, the sum of five hundred pounds. At the death of his father Charles M'Cauley Jr. was a minor, when he attained the age of twenty one years which was some years after his fathers death, he together with the rest of his brothers and sisters determined by agreement among themselves (not in writing) that they would divide and share equally their real and personal estate of their father without regard to the superior value of the property given to Charles over the other devisees by the said deed; but as to the particular terms of the agreement about the said division, they were not known until all the parties met or or shortly before the eighth day of February eighteen hundred and twenty two, at the Office of Henry Dl. Gaither Esquire, and they then informed him of their said agreement and requested him and Samuel Hughes Esq. to prepare a deed from Charles M'Cauley Jr. to Hugh M'Cauley for the land in the declaration mentioned, which is as follows to wit. "This Indenture made this eighth day of February in the year of our Lord one thousand eight hundred and twenty two, between Charles M'Cauley of Washington County in the State of Maryland of the one part and Hugh M'Cauley of county and State aforesaid of the other part, Witnesseth, that the said Charles M'Cauley for and in consideration of the sum of nineteen thousand seven hundred and eighty dollars current money of Maryland to him in hand paid by the said Hugh M'Cauley before the sealing and delivery of these presents, the