or cause and procure to be made executed and delivered unto the said Thomas C. Dunlevy his heirs and assigns a good and sufficient deed of conveyance of and for all the state and interest right and title acquired by the said Ann Evans by virtue of these presents in and to the part of a lot of ground and premises aforesaid with the appurtenances, and upon further trust that the said Ann Evans her heirs or assigns may upon default in payment by the said Thomas C. Dunlevy or his representatives sell and dispose of said ground and premises for the most that the same will produce in ready money and on receipt of the purchase or consideration money therefor may convey said ground and premises to the purchaser or purchaser's thereof in fee simple and after deducting from the proceeds of sale the expenses necessarily attending the same shall or may retain in her or their own hands so much of the purchase money contracted to be paid by the said Dunlevy for said premises as may then be unpaid, and the balance or surplus if any may remain shall and will pay over to the said Thomas C. Dunlevy or his representatives, and to or for no other use and the said Beale Randall for himself his heirs executors and administrators doth hereby covenant with the said Ann Evans her heirs and assigns to make execute acknowledge and deliver or cause and procure to be made executed acknowledged and delivered all such further acts or deeds as shall or may be reasonably advised or devised and required for the confirmation of these presents according to the purport true intent and meaning thereof. In witness whereof the said Beale Randall hath hereunto subscribed his name and affixed his seal on the day and year first above written

Signed sealed and delivered in the presence of Nelson Spurrier, Grafton D. Spurrier. — Beale Randall, (Seal)

Received on the day of the date of the foregoing Indenture from Ann Evans the party of the second part thereto the sum of five dollars lawful money the consideration within expressed to be paid by her to me.

Witness, Nelson Spurrier, G. D. Spurrier. — Beale Randall.

State of Maryland City of Baltimore Sct. Be it remembered and it is hereby certified that on this fifteenth day of May in the year of our Lord one thousand eight hundred and thirty four before the subscribers two Justices of the peace of the State of Maryland in and for the City of Baltimore aforesaid personally appears Beale Randall he being known to us to be the person who is named and described as and professing to be a party to the foregoing deed or Indenture and doth acknowledge the said Indenture or instrument of writing to be his act and deed. In Testimony whereof we hereunto subscribe our names on the day and year aforesaid.

John Mitchell, Saml. Pickering.

Received to be recorded the 15th day of May 1834, at six o'clock P.M. same day recorded and examined pr. Thos. Kell, Clk.

In testimony that the aforegoing is a true copy taken from Liber J.K. No. 237, folio 408 &c. one of the Land Records of Baltimore County Court I hereto set my hand and affix the seal of said Court this 23d day of September 1840. (Seal) Thos. Kell, Clk.

(C.) $500. Baltimore April 5th 1833, at or before the expiration of forty eight months after date I promise to pay Beale Randall or

order the sum of five hundred dollars with legal interest thereon for value received.

Thomas C. Dunlevy.

Endorsed "B. Randall" Baltimore Pay D. Spragg Esq. Cashr. or order for J. W. Patchin

Robert Newland Teller

Jamestown - Chantauque - United States of America State of Maryland to wit, on this day the eighth day of April in the year of our Lord eighteen hundred and thirty seven at the request of the Merchants Bank of Baltimore bearer of the original promissory note whereof a true copy is on the other side written I James B. Latimer Notary Public by Letters patent under the great seal of the State of Maryland commissioned and duly qualified residing in the City of Baltimore in the State of Maryland presented said original promissory note to Thomas C. Dunlevy the maker thereof, and demanded payment of its contents the time limited for the payment of the same having expired whereunto he answered that he had been cautioned not to pay said note, as the property for which the same was given has been attached by John Glenn Esquire Wherefore I the said Notary at the request aforesaid have protested and by these presents do solemnly protest, as well against the maker as endorser of said promissory note, as all others whom it may concern for exchange re-exchange and all costs charges damages and interests suffered and to be suffered for want of payment of the said promissory note. Thus done and protested at the City of Baltimore aforesaid and on the same evening I addressed written notice to the indorser of said promissory note informing him that it had not been paid and that he would be held responsible for the payment thereof. Notice for Beale Randall addressed to him Baltimore and deposited in the post office on the day and year aforesaid, I also enclosed another notice to Robert Newland Teller of the Chantauque Bank Jamestown Chantauque Co. New York which I deposited in the post office Baltimore the same day. In Testimony whereof, I have hereunto set my hand and affixed my seal notarial the day and year aforesaid. (Seal)

Jas. B. Latimer, Notary Public.

(D.) $500. Baltimore April 5th 1833. At or before the expiration of forty two months after date I promise to pay to Beale Randall or order the sum of five hundred dollars with legal interest thereon for value received.

Thomas C. Dunlevy.

(Endorsed) "B. Randall - Baltimore - Pay D. Spragg, Esq. Ch. or order Theod. W. Patchin Cr."

(E.) "$500. Baltimore April 5th 1833. At or before the expiration of fifty four months after date I promise to pay to Beale Randall or order the sum of five hundred dollars with legal interest thereon for value received.

Thomas C. Dunlevy"

(Endorsed) "B. Randall - Pay D. Spragg Esq. Cashr. or order for J. W. Patchin Cr. Robt. Newland Teller."

Whereupon came into Court here the said Thomas C. Dunlevy by William H. Gatchell Esq. his Solicitor and filed his answer to the bill of complaint in this cause in form following to wit: To the Honorable the Judges of Baltimore County Court sitting as a Court of Equity. The answer of Thomas C. Dunlevy to the bill of complaint filed against him in this Honorable Court by Anne Evans respectfully represents