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Magdalena share and share alike and should the said John Troxell not then be living he agrees that his executors or administrators as the case may be shall convey the said land to the said Magdalin and her children by a good and sufficient deed to them all jointly and that the said land shall then be sold or as soon thereof as may be convenient to the highest bidder, and the money to be divided between the said Magdalin and her five children equally share and share alike it is further agreed by the said John Troxel, that should the black man Jim, not behave himself as a good and faithful servant ought to do the said Magdalin may at any time sell and dispose of him to the best advantage she can, and the money he may sell for is to be equally divided between her and her five children aforesaid and laid out to the best advantage she can, and each child is to have his or her share as they become of age and the said Magdalin doth in consideration of the above agree to raise provide for & educate and cause her children to be educated in a decent and christian like manner, that if any of the boys should incline or desire to learn trades the said Magdalin agrees that she will not prevent them, but rather encourage and assist them to get good places, and accommodations and further the said Magdalin agrees to teach and cause her children to be taught in our Holy christian religion, that is, to have them sent to catachise and to receive the holy sacrament of the Lord's supper, as is customary in our Presbyterian church. It is to be fully and fairly understood that the said Magdalena is to have the whole benefit arising from the plantation and the labour of the Black man Jim during the time of raising the children, but is not to destroy any timber or any other improvement on said farm but what may be necessary for keeping the farm in good repair and her own firewood. To the true and faithful performance of each and every the covenants and agreement afore said the parties aforesaid bind themselves each unto the other in the penal sum of eight thousand dollars current money to be paid by the party failing to the party observing. In witness whereof the parties have hereunto set their hands and affixed their seals the day and year first aforesaid.—

signed sealed and agreed upon in the presence of Jacob Troxel Andrew Smith.

John Troxel (Seal)
Magdalin Troxel (Seal)

(True copy taken from the original)

Exhibit A. T. This Indenture, made this 19th day of February in the year 1831, between Jacob Troxell of Frederick County, state of Maryland of the one part, and Joshua Motter of County and State aforesaid of the other part, witnesseth that the said Jacob Troxell for and in consideration of the sum of five dollars current money to him in hand paid the receipt whereof he doth hereby acknowledge, hath given, granted, bargained and sold and by these presents doth give, grant bargain and sell unto the said Joshua Motter his heirs and assigns the following described part of a tract of land called 'Harris' Delight,' situated lying and being in the County and State aforesaid, adjoining the lands of Peter Troxell on the north Ignatius Brawner on the west, Felix B. Taney on the south east, and the heirs of Peter Troxell dec^d on the east and north east, which said plantation is now occupied by a certain George Heckman as tenant, To have and to hold the said part of a tract of land above mentioned and described unto the said Joshua Motter, his heirs and assigns forever in trust to and for the uses intents and purposes following that is to say, in trust for the use of John Troxell of Frederick County State of Maryland for and during his natural life and that the rents and profits accruing from the said farm or tract of Land to be appropriated to the sole use and support

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of the said John Troxell and his family, during the natural life of the said John Troxell and to no other use or purpose whatsoever and in case the said John Troxell should die leaving issue and a widow, the said Trustee above named shall hold the said property to and for the use and benefit of the said issue and one third of the rents and profits arising from the said property so as above described to be appropriated to the benefit of the said widow of the said John Troxell during her widowhood and no longer and in case the said John Troxell should die leaving a widow and no children the said property above described shall be sold by the said Joshua Motter his heirs or assigns one third of the proceeds of the sale of the said property shall be appropriated to the benefit of the said widow and according to her directions the remaining two thirds shall be paid over to Jacob Troxell & his heirs Magdalena Hinch Elizabeth Showers, Barbara Hinkle Mary Earlinger Margaret Marks and Katherine Wentz, and their heirs, and in case the said John Troxell should die leaving no widow and no issue then the said Joshua Motter his heirs or assigns shall dispose and sell the said tract of land and shall pay over the proceeds arising from the said sale to Jacob Troxell Magdalena Hinch, Elizabeth Showers Barbara Hinkle Mary Earlinger, Margaret Marks, and Katherine Winks sisters of the said John Troxell and their issue in equal proportions. In witness whereof I have hereunto set my hand and seal the day and year first above written.—

Jacob Troxell (Seal)

signed sealed and del^d in the presence of
William Mooney, Lewis Motter.

State of Maryland Frederick County Set. Be it remembered that on this 19th day of February 1831, before the subscribers two Justices of the peace of the said State in and for the County aforesaid personally appeared Jacob Troxell party to the within indenture and acknowledged the same to be his act and deed for the purposes intents and uses therein declared. also at the same time and place before us personally appeared Catherine Troxell wife of the said Jacob Troxell party to the within deed and acknowledged the same and that she relinquished and released all her right and claim of dower in and to the tract of land described in the said deed and thereby bargained and sold to the said Joshua Motter, and the said Katharine Troxell being at the same time by us privately examined apart from and out of the hearing of her said husband did declare that she made her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure.—

William Mooney, Lewis Motter.

Frederick County Set. In testimony that the foregoing is a true copy taken from Liber J. S. No. 36 folios 520 &c. one of the Land Records of Frederick County I hereto subscribe my name and affix the seal of Frederick County Court this 19th day February 1836.—

Seal

Henry Schley Clk

Exhibit B. T. This Indenture made the tenth day of February eighteen hundred and twenty nine between John Troxell Senr of Frederick County in the state of Maryland of the one part and Jacob Troxell (son of the said John Troxell Senr) of the same County and State of the other part, witnesseth that the said John Troxell, Senr for and in consideration of the sum of one thousand dollars current money to him in hand paid by the said Jacob Troxell before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain sell alien enfeoff and confirm unto the said Jacob Troxell his heirs and assigns the following described part of a tract called 'Harris Delight' lying and being