In testimony that the aforegoing is a true copy taken from Liber H.H. No. 2 folio 123, &c. one of the land records of Baltimore County Court, I hereunto subscribe my name and affix the seal of Baltimore County Court, on this 10th day of January, 1843. Thos. Kell, Clerk of Baltimore County Court

(Seal) (Place)

James Todd, dedt. to Charles Carroll. This Indenture, made the sixteenth day of June in the year of our Lord one thousand seven hundred and one, between James Todd of Baltimore County, gentleman, and Penelope his wife, of the one part, and Charles Carroll of Anne Arundel County, gentleman, of the other part. Whereas the above said James is seized in fee simple of three severall tracts of land all lying in Baltimore County, one called Todd's Range, and originally laid out for five hundred and ten acres; another called Mountaney's Neck, containing two hundred acres, and the third called Bold Venture, containing one hundred and sixty acres, all which said tracts or p'cels of land are contiguous one to another. And whereas the said James has covenanted with one John Hurst, of the said County of Baltimore, to convey and make over unto him and his heirs, one hundred and fifty acres out of the said tract called Mountaney's Neck, and one hundred acres out of the said tract called Todd's Range.

Now this present indenture witnesseth, that the said James and Penelope his wife, for and in consideration of the sum or quantity of twenty-eight thousand pounds of good, sound merchantable leafe tobacco to them in hand paid or secured to be paid by the said Charles att or before the ensealing and delivery of these p'sents, the receipt whereof they do hereby acknowledge, and therof, and of every part and p'cell thereof, they the said James and Penelope his wife, do hereby fully, clearly and absolutely exonerate, acquit and discharge the said Charles, his heirs, ex'rs adm'rs or assigns, have given, granted, bargained, sold, aliened, enfeoffed and confirmed, as by these presents they the said James and Penelope his wife, do for them and their heirs, give, grant, bargain, sell, alien, infeoff and confirm unto him the said Charles Carroll and his heires, all that the remaining part of the said tract of land called Mountaney's Neck, as also all that the remaining part of the said tract called Todd's Range, as also all that entire tract called Bold Venture, with all and singular their dwelling houses, out houses, tobacco houses, gardens, barns, stables, orchards, meadows, fences pastures and meloures whatsoever. To have and to hold the said remaining part of the said two tracts called Mountaney's Neck and Todd's Range, as also all that entire tract called Bold Venture, with all and singular the appurtenances therunto belonging or in anywise appertaining, unto him the said Charles Carroll, his heirs and assigns forever, to the only proper use and behoof of him the said Charles, his heires and assignes, and to no other use, intent and purpose whatsoever; and the said James doth hereby for himself and his heires, covenant, promise, grant and agree to and with the said Charles and his heires that he the said James hath not at anytime heretofore made over or conveyed unto the said John Hurst, or any other person or persons whatsoever, any more of the said two tracts called Mountaney's Neck, and Todd's Range than what is above specified to be covenanted to be made over unto the the said John Hurst; and he the said James doth further for himself and his heires covenant, promise, grant and agree to and with the said Charles and his heires, that there is within the remaining partes of the said tracts of land called Mountaney's Neck and Todd's Range, and in the entire tract called Bold Venture, free and clear of and from all manner of incumbrances whatsoever and all older surveys, att least the

quantity of three hundred acres; and the said James and Penelope his wife, for themselves and their heires do hereby covenant, promise, grant and agree to and with the said Charles and his heires, that they the said James and Penelope and their heirs, shall att all times hereafter acquit and discharge or otherwise save and keep harmless, as well the said Charles Carroll as all other the premises hereby bargained and sold or intended hereby to be bargained and sold, of and from all former bargained sales joyntures, dowers, titles of dower, statutes judgts, recognizances, executions, rent charges, arrearages of rent, forfeiture and all other charge and incumbrances whatsoever had, made or done by them or either of them, or by any other person or persons whatsoever; and the said James and Penelope his wife, for themselves and their heires do hereby further covenant, promise, grant and agree to and with the said Charles Carroll, his heires and assignes, that they the said James and Penelope his wife, and their heires shall and will from time to time and at all times hereafter, do, make, suffer, acknowledge and execute, to cause to be made, done, acknowledged, suffered and executed all and every further and other act and acts, thing and things, assurances and conveyances, as by the said Charles his heires and assignes, or his or their counsel learned in the law, shall be from time to time reasonably devised or advised for the further and better assurance, surely and sure making of all and singular the premises, hereby bargained and sold or intended to be hereby bargained and sold; and lastly, the said James and Penelope his wife, do for themselves and their heires, covenant, promise, grant and agree to and with the said Charles Carroll, his heires and assignes, that they and their heires shall and will forever hereafter, warrant and defend the aforesaid land and premises unto him the said Charles, his heirs and assignes, against all manner of persons claiming or to claime any right, title or interest therein unto or unto any part or p'cell thereof, from, by or under them, or from, by, or under either of them or any other p'son or p'sons whatsoever. In witness whereof, the p'ties to these have hereunto interchangeably sett their hands and affixed their seals, the day and year first above written.

Sealed and delivered in the presence of } James Todd, (Seal)
John Hayes, John Aldton, James Carroll }

And on the back of the above deed was this endorsement: ord. 2.

Memorandum: That this day came James Todd, before his Majestie's Justices of the Prov'cl Court of this Province, and acknowledged the within deed according to the act of Assembly in that case made and provided, which said Penelope, being pribately examined, free declared her consent therunto to be without constraint. Taken and acknowledge in the Prov'cl Court the eighth day of October, Anno Domini 1705. W. Taylard, Clerk Prov'cl Court.

Enrolled October the 10th. W. Taylard, Clerk Prov'cl. Court.

Maryland, Set. I, Richard W. Gill, Clerk of the Court of Appeals for the Western Shore of Maryland, do hereby certify that the aforegoing is a full and true copy taken from Liber T.L. No. 2, folio 329, &c. one of the land records of the late Provincial Court of Maryland, deposited in and belonging to the office of the Court of Appeals for the Western Shore. In testimony whereof, I have hereunto set my hand as clerk and affixed the seal of the said Court of Appeals, this twenty-sixth day of October, A.D. one thousand eight hundred and forty-one.

(Seal) (Place)

Richard W. Gill, Clerk.