shall well and truly pay or cause to be paid unto the said William Webb and Peter Mong their heirs, executors, administrators or assigns the said full sum of six thousand dollars, with legal interest for the same, on or before the first day of September next ensuing the date of these presents, for the purposes before recited then and from thenceforth these presents shall be utterly void and of no effect, but if default be made in the conditions aforesaid, shall be in full force and remain obligatory upon the said Daniel Berger and his heirs, according to the full meaning and intent of these presents, and the said William Webb and Peter Mong, shall have, hold, possess and enjoy, the hereby granted, bargain and sold lands and premises with the appurtenances, as also the goods and chattels also hereby sold to them the said William Webb and Peter Mong their heirs and assigns forever. And the said Daniel Berger for himself, his heirs executors and administrators, covenants and promises to the said William Webb and Peter Mong, their heirs, executors, administrators and assigns, that he and they the said Daniel Berger and his heirs do and will make any other assurance or assurances, conveyance or conveyances, that may be requested for him or them, or other writing that may be thought requisite by them the said William Webb and Peter Mong to convey and assure the above granted property to them, their heirs and assigns forever. And lastly, it is hereby agreed upon and covenanted by the said parties to these presents, that until default be made in the payment of the before recited sum with interest at the time or before the limited time of payment thereof to said William Webb and Peter Mong their heirs and assigns, it shall be lawful for the said Daniel Berger and his heirs, peacably and quietly to have, hold, occupy and enjoy all and singular the said personal property and the land and premises hereby granted and conveyed and released, and to hold and take the rents, issues and profits thereof to their own use and benefit. In Testimony whereof the said Daniel Berger hath hereunto set his hand and affixed his seal the day and date first above written.

Signed, Sealed and delivered in presence of Robert Hughes, & John Barr. — Daniel Berger, (Seal)

Maryland Set, Washington County.

Daniel Berger personally appeared before us the subscribers two Justices of the peace for the State and County aforesaid and acknowledged the above Deed or instrument of writing to be his act and Deed and the lands, premises and personal estate thereby bargained and sold, to be the right and estate of the said William Webb and Peter Mong, their heirs and assigns forever. Acknowledged before us and certified this 29th day of February 1820. Robt. Hughes. Jno. Barr.

On the back of the foregoing Exhibit No. 1, is the following endorsement to wit. Rec.d March 27th 1820 to be recorded and same day recorded in Liber E. E. folios 477, 478, 479 & 480, one of the Land Records of Washington County & examined per. O. H. Williams, Clk.

The exhibit mentioned and referred to in the foregoing answer, marked "No. 2" is in the words and of the tenor following, to wit.

Col.n John Barr appeared before me the subscriber a Justice of the peace

for the County aforesaid, and being first sworn on the Holy Evangels of Almighty God, deposeth and saith, that on the 19th day of February 1820 He was called on at his house by Daniel Berger and Frederick Beall to execute a mortgage from Daniel Berger to Frederick Beall, that in pursuance of their directions he wrote the same. That after the Mortgage was finished and executed, he mentioned to Frederick Beall that it was his opinion the Mortgage was not valid as it stood, not being executed before two Magistrates. To this Mr. Beall remarked that he was willing to take it, being satisfied with it with the signature of one magistrate, That subsequently, during the March Court following this Deponent believes on the second day thereof, he was called on by Frederick Beall to appear at the House of Col. Jacob Schnebly, to acknowledge the same Mortgage that had been acknowledged before him at his house. That when he went to Col. Schebly's the mortage was acknowledged before him and Col Schebly, that some words were erased this Deponent believes from me to us, on the acknowledgment and further this Deponent saith not. Given under my hand this 17th November 1826. Robert Hughes.

On the back of the foregoing exhibit No. 2 is endorsed, as follows, viz. Complainants counsel excepts to within certificate as an item of testimony because it is not in mode prescribed for perpetuating testimony and because it is opposed to the official certificate of the officer giving it. Spencer. Solicitor.

The exhibit mentioned and referred to in the foregoing answer, marked "No. 3" is in the words and of the tenor following to wit.

At the request of William Webb and Peter Mong, the following Deed was recorded July 27th 1821. This Indenture made the 27th day of July 1820, between Daniel Berger of Washington County and State of Maryland, of the one part, and William Webb and Peter Mong of the same County and State of the other part. Whereas the said Daniel Berger is justly indebted to divers persons in divers large sums of money, for the payment of which said William Webb and Peter Mong are sureties: And whereas also said Peter and William have bound themselves to pay divers large sums of money for said Daniel to sundry creditors of said Daniel who have heretofore obtained judgments in Washington County Court, and before Justices of the peace of said County against the said Daniel, in consideration of which said Daniel has heretofore on the 29th February last past, executed to said William and Peter a Mortgage of all his the said Daniel's estate real and personal, which Deed of Mortgage is recorded in the land records of Washington County aforesaid, in Liber E. E. pages 477, 478, 479, 480, reference being thereto had will fully and at large appear, bearing the date aforesaid. And whereas also said Peter and William have suspended Judgments rendered against said Daniel in Washington County Court in favor of the following persons, viz. Martin Ridenour, Joseph Gabby, & John Smith, George Horn, Adam Ridenour, Lewis Weaver, The Farmers Bank of Maryland, George Harbaugh, and Henry Lewis, use of John Harry amounting together to two thousand and seventy six dollars and twenty seven cents. And whereas among