other liabilities on the said William and Peter now in suit in Washington County Court are the following which they have entered into for and at the request of said Daniel Borger, and which are a part of the amount embraced and secured in the Deed of Mortgage aforementioned, to wit a bond to George Warbangle for four hundred and thirty two dollars and forty cents bearing interest from the 14th day of October 1818 executed by said Daniel and William, a note of two hundred dollars to the Conococheague Bank, bearing interest from 22d May 1819 drawn by said Daniel and endorsed by said William as first endorser, a note to Jacob Martin for two hundred and thirty seven dollars and four cents, with interest from the 10th September 1816, made by said Daniel and Peter Mong aforesaid - a note to the Hagerstown Bank for seven hundred dollars with interest and costs, drawn by said Daniel and endorsed by said William Webb as first endorser. And whereas also it is the intent and object of this instrument and of the parties hereto, that all and every the liabilities which the said William and Peter or either of them has entered into heretofore for the said Daniel, whether by supersedeas, security ships, endorsements or otherwise, should be provided for and indemnified, as well as all sums of money heretofore paid or advanced by either the said William or Peter for said Daniel, or due from said Daniel to said William or Peter and that said William and Peter, should be hereby enabled to raise a sufficient sum of money by sale of the whole estate, real and personal of said Daniel to save themselves harmless and to indemnify, secure and reimburse them for all liabilities, debts, advances, and arrearages whatsoever. Now this Indenture witnesseth, that the said Daniel in consideration of the premises and for the purposes and intents herein aforementioned, and to the end that the said William and Peter may be enabled for the said Daniel to pay and discharge all the liabilities, security ships, supersedeas, debts and demands hereinbefore described and referred to and all responsibilities whatsoever which they or either of them has incurred on account of or at the instance of and for said Daniel, and for the further consideration of one hundred dollars by said William Webb and Peter Mong to the said Daniel Borger in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and also in consideration that the said William and Peter have promised to the said Daniel to apply faithfully to the purposes aforesaid the property and estate hereinafter described and fairly to account with the said Daniel his heirs or assigns for the application of the proceeds of sale of said property and estate hath given granted, bargained and sold, and by these presents doth give grant, bargain and sell unto the said William Webb and Peter Mong their heirs and assigns all the following property, goods and chattels, and all the real estate, lands and tenements hereinafter described, to wit, Four working horses, one colt, five milch cows, four young heifers, five yearling calves, twelve hogs, four pigs, five sheep, two ten plate stoves, one set of Smiths tools, vice, small tools, and other implements and utensils of the Smiths trade, two stills, one of one hundred and sixteen and the other of sixty eight gallons, twelve hogsheads, seven singling kegs, eight feather beds, bedsteads and bedding, two road wagons, one copper kettle, seven

Iron pots of various sizes, all unthreshed wheat and rye in his possession and all said Daniels growing crop of corn, one bureau, one kitchen dresser, two chests, one Wind Mill, two scythes, one cradle, one pitch fork, one dung fork, one desk one table, one rifle, two ploughs, and all other the personal property of said Daniel, the hay already cut and the growing crop of grass for hay, together with all the land and real estate following to wit: All that tract or parcel of land lying in Washington County aforesaid, called "Huckleberry Hall" Beginning to include the whole at the end of twenty perches on the second line of said land, and running thence N. 62° E. 36 pl. to the end of said line, then N. 78½° W. 30 pl. to Jacob Millers part of said land, then by the straight line to beginning, containing and laid out for 2 acres and a quarter of land more or less. And also that tract of land lying in Washington County and State of Maryland, called "Heyser's Inheritance," granted to Frederick Heyser the 31st day of May 1805 for one hundred and sixty acres of land and one fourth of an acre. And also all that tract of land, lying in the County and State aforesaid, called "Poor Chance," patented to Daniel Borger aforesaid, on the 7th day of January 1814, containing one acre and seven sixteenths of an acre of land, more or less. To Have and To Hold all the aforegoing and above described property, goods, chattels, lands tenements and premises to them the said William Webb and Peter Mong, their heirs and assigns in trust to and for the intents and purposes hereinbefore set forth, and for the uses, intents, trusts and purposes hereafter following, to wit, to sell all and singular the aforementioned property, real and personal, for as fair and full a price as the said William and Peter can obtain for the same and in as short time as they can without making a sacrifice thereof, and the proceeds of said estate, real and personal to apply in the first place to pay and satisfy all liens and incumbrances on the said real or personal estate, according to their legal priority, and in the next place to apply the money arising from a sale of said real and personal property to the payment and satisfaction of all liabilities, security ships, endorsements, advances, debts and demands entered into made or contracted by said William Webb and Peter Mong, for, with, on account of and at the instance of said Daniel Borger, and also to the discharge of all supersedeas, entered into by the said William and Peter for and with said Daniel, and every description of claim or demand which they have against said Daniel or which may come against them on account of responsibilities already taken upon themselves for said Daniel. And also to defray the reasonable costs and charges attending the execution of this trust. In the next place to apply any surplus which may remain in their hands after the appropriations and payments aforesaid, to the payment of all the just debts of the said Daniel now existing, due and owing, in equal proportions, if there be not enough to discharge the whole amount, if there be enough, then to pay all said debts, and if there remain any balance after paying all the debts of said Daniel, then the said William and Peter shall pay over and account for said balance with said Daniel his heirs, executors, administrators and assigns. And the said William and Peter promise and agree to and with the said Daniel that they will faithfully and fairly manage the sales and execute the trust hereinbefore