meant mentioned or intended hereby so to be and every or any part and parcel thereof to have and to hold the said tracts or parcels of land so as aforesaid described together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or meant mentioned or intended hereby so to be and every part and parcel thereof with their and every of their appurtenances unto the said William F. Berry his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Elisha Berry for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said William F. Berry his heirs executors administrators or assigns that he the said Elisha Berry and his heirs the said tracts or parcels of land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said William F. Berry his heirs and assigns against him the said Elisha Berry and his heirs and against all and every person or persons whomsoever claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents. In witness whereof the said Elisha Berry hath hereunto subscribed his name and affixed his seal the day and year first herein before written.

Signed Sealed and delivered in presence of J. B. Bett, Geo. W. Wilson, } Elisha Berry (Seal)

Maryland, Prince Georges County to wit.

On this twenty first day of June in the year of our Lord eighteen hundred and thirty nine personally appears Elisha Berry of Prince Georges County being the party grantor above named before us the subscribers two Justices of the peace in and for said County and acknowledges the within deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named William F. Berry party grantee also therein named his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the act of assembly in such case made and provided.

J. B. Bett,
Geo. W. Wilson,

We do hereby certify that Elisha Berry whose acknowledgment we have above taken is the identical person who professes to be the party grantor in the aforegoing deed.

J. B. Bett, Geo. W. Wilson.

Enrolled the 18th day of July 1839.

True Copy — Test. Jas. B. Brooke, Clk.

— Exhibit No. 6 —

Know all men by these presents that I Elisha Berry of Prince Georges County in the State of Maryland are held and firmly bound unto W. F. Berry of the County & State aforesaid in the sum of five thousand dollars current money of the United States to which payment well and truly to be made & done I bind myself my heirs executors and administrators firmly by these presents sealed with my seal & dated this twenty

first day of June eighteen hundred and thirty nine, Whereas the above bound Elisha Berry has this day sold to the above mentioned William F. Berry certain parcels of land lying and being in Prince Georges County aforesaid and has conveyed the same by deed bearing equal date with these presents & to be recorded among the land records of said County and whereas Deborah Berry the wife of the said Elisha Berry has refused to join him in said deed although the said Elisha Berry has sold said land free and unincumbered of the contingent right of dower on the part of the said Deborah Berry, Now this obligation witnesseth that if the said Deborah Berry wife of the said Elisha Berry shall at any time hereafter set up any claim of dower in or to the said Lands & premises in the aforementioned deed particularly described then & in that event this obligation to be of full force in law otherwise to be of no effect.

Elisha Berry (Seal)

Test. Thomas G. Pratt.

— Exhibit No. 7 —

Articles of agreement made concluded and agreed upon this first day of January 1837 between Elisha Berry of Prince Georges County in the State of Maryland of the one part and William F. Berry of the same place of the other part as follows to wit the said Elisha Berry for the consideration hereinafter mentioned doth for himself his executors and administrators covenant promise and agree to and with the said William F. Berry his executors & administrators and assigns that he the said Elisha Berry shall and will furnish him the said William F. Berry with the following property to wit one negro man named John one negro man named Andrew one negro man named Robert one boy named John one boy named Hanson one named Robert one woman named Beck and one boy named Bill two plough horses two open ploughs cart and other plantation utensils all which property is to remain with the said William F. Berry on the land where he now resides for and during the term of ten years from the date hereof and he the said Elisha Berry doth further covenant & agree to pay to the said William F. Berry one hundred & fifty dollars annually and the said William on his part doth hereby covenant & agree that he will pay to the said Elisha Berry the one of the half of the crops made by him the said William F. Berry for and during the term above mentioned after deducting the expenses for making the said crops and he the said William F. Berry doth covenant and agree to superintend and look after all the said Elisha Berry business for the true and faithful performance of the aforegoing covenants and agreements the said parties doth hereby respectively bind themselves and their respective heirs executors & administrators each to the other his executors & administrators in the sum of one thousand dollars in witness whereof they have hereunto set their hands and affixed their seals this day and year above written.

Signed Sealed and delivered in the presence of Thos. L. Ferguson, } Elisha Berry (Seal) William F. Berry (Seal)