administrators doth covenant promise grant and agree to and with the said Nathan Warfield his heirs executors administrators and assigns and every of them by these presents in manner following that is to say that the said John Wesley Watkins hath not at any time heretofore made done suffered or committed any act matter or thing whatsoever whereby the said ground and premises are or shall or may be charged or otherwise incumbered — And also that the said John W Watkins hath in himself good right full power and lawful authority to grant and assign the said ground and premises and every part and parcel thereof with the appurtenances unto the said Nathan Warfield his executors administrators and assigns in manner aforesaid — And also that upon the payment of the yearly rents and performance of the covenants provisoes conditions and agreements in and by the said recited Indenture of lease reserved mentioned and contained on the part of the Tenant or Lessee to be paid and performed the said Nathan Warfield his executors administrators and assigns shall and may from time to time and at all times hereafter for and during all the rest residue and remainder yet to come and unexpired of the said term hereinbefore granted and assigned as aforesaid peaceably and quietly have hold use occupy possess and enjoy the said piece of ground and premises hereby granted and assigned and every part and parcel thereof with the appurtenances without the let suit trouble molestation interruption evication or disturbance of the said John W Watkins his executors administrators or assigns or any other person or persons lawfully claiming or to claim the said premises or any part thereof by from or under him them or any of them or by his or their means of procurement — In Testimony whereof the parties hereto have hereto set their hands and affixed their seal the day and year first herein written —

Signed, sealed and delivered in presence of us — James Blair — William Stewart,

John Wesley Watkins (Seal)
John & Thomas L. Berry (Seal)
Alex.r Russell, Jr. (Seal)
Francis Burns — (Seal)
John Berry — (Seal)

State of Maryland City of Baltimore Set.

Be it remembered that on this thirteenth day of March in the year of our Lord one thousand eight hundred and forty before the subscribers two Justices of the peace of the state of Maryland in and for the said City personally appeared John W Watkins, Alexander Russell Junr. John Berry, Francis Russell and Thomas Berry known to us to be the parties named in the foregoing Indenture or Instrument of writing and severally acknowledged the same to be their respective act and deed according to the true intent and meaning thereof — James Blair — William Stewart —

Received to be recorded the 17th day of July 1840 at ¼ past 10 o'clock A. M. same day recorded and examined per —
Thos. Hall, Clk —

In Testimony that the aforegoing is a true copy taken from Liber J.H. No 300 folio 459 &c one of the land records of Baltimore County Court —

(Seal) I hereto set my hand and affix the seal of Baltimore County Court this twenty third day of March eighteen hundred and forty three —
Thos. Hall, Clerk —

The execution of this commission will appear by certain schedules thereto annexed —
A. G. Henshaw (Seal)

And the said cause thus standing was continued from Term to Term until December Term 1843, at which term came the complainant aforesaid by his solicitor Charles F. Mayer Esquire and filed his exceptions in the said cause in the words following to wit —

Hom. vs. Warfield and others. } In Chancery —
The plaintiff except to the testimony of John W Watkins as being an incompetent witness for interest and otherwise and particularly as to all such parts of his testimony which speak of his belief or of what he thought or understood —
24 February 1844 — Charles F. Mayer, Sol. of Plff —

The plaintiff also excepts as inadmissible to all the testimony of Watkins regarding the two per cent allowance referred to by him and the extra work and as well on the grounds above stated as because it does not consist with or as differing from the facts relied on by the answer objecting to the mortgage for usury —
Charles F. Mayer Sol. for Plff —

And afterwards to wit on the 26th day of February 1844 the Chancellor passed his decree in the said cause which was duly enrolled in the words following to wit —

Jacob Horn vs. John W Watkins and others — } In Chancery — December Term 1843 —
This cause standing ready for hearing and the solicitors of the parties having been fully heard the proceedings were read and considered —

Whereupon it is on this twenty sixth day of February in the year eighteen hundred and forty four by Theodorick Bland Chancellor and by the authority of this Court, adjudged ordered and decreed that unless the defendants pay or bring into court the mortgage debt now due as in the proceedings mentioned with interest thereon together with the costs of this suit to be taxed by the Register on or before the twenty sixth day of March next that the mortgaged property in the proceedings mentioned be sold, that Charles F. Mayer be and he is hereby appointed trustee to make such sale and that the course and manner of his proceedings shall be as follows, he shall first file in the Chancery office, a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Chancellor, in the penalty of ten thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises he shall then proceed to make sale of the said property having first given at least three weeks previous notice inserted in some newspaper and such other notice as he may think proper of the time place manner and terms of sale which shall be for cash payable on the day of the ratification of the said sale — And as soon as may be convenient thereafter the said trustee shall return to