part paid by the party of the second part to these presents on or before the sealing and delivery hereof the receipt whereof is hereby acknowledged and for other good causes and considerations him thereunto moving the said William C. Spindler hath granted bargained and sold aliened enfeoffed and conveyed and by these presents doth grant bargain and sell alien enfeoff and convey unto the said James Phillips and his heirs, All that piece or parcel of ground situate and lying in the City of Baltimore aforesaid which is described as follows, that is to say. Beginning for the same on the line of the north side of East Baltimore formerly called York Street at the distance of one hundred and four feet easterly from the Corner formed by the intersection of the said north of East Baltimore Street and the East side of Lloyds Lane and running thence Easterly bounding on East Baltimore Street twenty four feet thence northerly parallel with Lloyd Lane one hundred and fifty feet, thence westerly parallel with East Baltimore Street twenty four feet and thence southerly by a straight line one hundred and fifty feet to the place of beginning reserving however from the said described ground on the East side thereof one foot three inches in front on East Baltimore Street and extending back northerly of equal width forty six feet which with the same quantity of ground adjoining thereto left open by Archibald Sterling forms the alley of the width of two feet six inches as now built over and improved for the mutual benefit and advantage forever of the respective owners and occupants of the two lots of ground and premises bounding thereon, Being the same piece or parcel of ground which by Indenture bearing date on or about the Eighth day of November in the year of our Lord one thousand Eight hundred and thirty two and recorded among the Land Records of Baltimore County Court in Liber A. J. No. 222. folio 376 &c was granted and conveyed by Archibald Sterling and others to the above named William C. Spindler his heirs and assigns in fee simple, And also all those several pieces or parcels of land and premises situate lying and being in Baltimore County aforesaid which by Indenture bearing date on or about the twenty Eighth day of June Eighteen hundred and thirty three and recorded among the Land Records aforesaid in Liber J. H. No. 228. folio 515 &c. were granted and conveyed by William Gray and wife to the said William C. Spindler his heirs and assigns in fee simple and are in that Indenture particularly described by metes and bounds courses and distances, together with the buildings and improvements thereon respectively erected made or being and the ways rights alleys privileges advantages and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders rents issues and profits thereof and all the Estate, right title interest property claim and demand whatsoever both in law in Equity of the said William C. Spindler therein or thereto, To have and to hold the piece or parcel of ground and the lands and premises above described and hereby granted and conveyed or meant mentioned or intended so to be and every part and parcel thereof with the rights and appurtenances unto the said James Phillips and his heirs to the only proper use and behoof of the said James Phillips his heirs forever. In Trust and special confidence nevertheless and to and for the use and to the ends intents and purposes and under and subject to the power and limitations herein after mentioned expressed and declared of and concerning the said property and premises and to for or upon no other use trust intent or purpose whatsoever that is to say. In Trust for the sole and separate use and benefit

of Bethiah Spindler the wife of the said William C. Spindler so that she be permitted and suffered to have hold use occupy possess and enjoy the Estate and property hereby granted and conveyed or meant mentioned and intended hereby so to be with the rights and appurtenances aforesaid and the rents issues and profits thereof to receive take and apply to her own separate use and benefit her coverture notwithstanding, so that neither the said Estate and property nor any part thereof nor the rents issues or profits of the same shall in any manner be liable or subject to the control power or disposal of her present or any future husband or in any wise answerable for the payment of his debts or bound for the fulfilment of his contracts or engagements and so that the said Estate and property or any part thereof during the natural lifetime of the said William C. Spindler and with his approbation, but not otherwise or afterwards may be sold conveyed and disposed of absolutely or exchanged mortgaged or otherwise incumbered by said Bethiah Spindler in such manner as she may think proper or direct and from and immediately after the decease of the said Bethiah Spindler then as to the whole of the said Estate and property hereby granted and conveyed or such part or parts thereof, as may remain undisposed of by her by deed or contract as aforesaid, In trust for the child the said William C. Spindler now hath and the child or children he may hereafter have by the said Bethiah their heirs and assigns forever as tenants in common equally the issue of any deceased child of the said C. William C. Spindler by the said Bethiah if any such issue there should be to take and have the part share or proportion only to which the parent of such issue would if living be entitled, And in case of the decease of any of the children of William C. Spindler by the said Bethiah under age and without issue the part share or portion of him her or them so dying shall descend to the survivor or survivors of them and in the event of the decease of the said Bethiah without leaving a child or children by the said William C. Spindler or descendants of the same living at her death then in trust for the said William C. Spindler if he should survive her during the residue of his natural life, and from and immediately after his decease or in case he should not survive her then in trust for the right heirs of the said William C. Spindler and their heirs absolutely, And it is hereby agreed to, and understood by and between the parties hereto that neither the said James Phillips nor his heirs, executors or administrators shall be in any manner liable or answerable for any casual or involuntary loss injury or damage that may accrue or happen to the said trust Estate and property or the rents issues or profits thereof. In Testimony whereof the said William C. Spindler hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered in the presence of. Fielder Israel, William Warfield — William C. Spindler (Seal)

State of Maryland, City of Baltimore to wit. Be it remembered and it is hereby certified that on this twenty seventh day of March Eighteen hundred and thirty four before the subscribers two Justices of the Peace, in and for the City of Baltimore aforesaid, personally appeared William C. Spindler the party of the first part to the foregoing indenture or instrument of writing, and acknowledged the same to be his act and deed, and we do hereby further