and professing to be the parties to the aforegoing indenture of assignment. And acknowledged the same to be their act and deed according to the true intent and meaning thereof

William Eichelberger of J. A. & W. Jackson

Received to be recorded the 20th day of December 1839, at 20 minutes before 11 O'clock A.M. Same day recorded and examined per

Thos Kell Clk

In Testimony that the aforegoing is truly transcribed from Liber S.H. No 295 folio 186 &c. one of the Land Records of Baltimore County

(Seal) Hereto set my hand and affix the Seal of Baltimore County Court this 24th day of March A.D. 1851.

A. W. Bradford, Clk.

Defendants Exhibit No. 4.

Christian G. Peters, Trustee
Ass'd to
William S. Cole Trustee

This Indenture made this twenty seventh day of March in the year of our Lord one thousand eight hundred and forty three, between Christian G. Peters of the City of Baltimore, and State of Maryland Trustee, as is hereinafter named of the first part, and William S. Cole of the City and State aforesaid, Whereas in a case depending in Baltimore County Court, on the Equity side thereof between Frederick Kriel & others Complainants and Caroline Kriel defendant it was ordered by the said Court, that the property in the proceedings in said Case mentioned should be sold; whereupon the party of the first part hereto was appointed Trustee, to make said Sale who after complying with all the requisitions of said decree did on the ninteenth day of April Eighteen hundred and forty one, on the premises set up and expose for sale, the property hereinafter described, the terms whereof, were that one third should be paid in Cash, and the residue in equal payments, at three six and nine months from day of sale, with Interest and Security, when a certain William Drake became the purchaser thereof, for the sum of fourteen hundred dollars, who paid to said Trustee in Cash, the sum of four hundred and sixty six dollars and sixty six cents and passed his three promissory notes bearing interest from date for the credit payments, which were secured to the satisfaction of the Trustee, to wit, One at three, One at six and the other at nine months. all bearing date on the day of sale, the first and last thereof, being for the sum of three hundred and Eleven dollars eleven cents, the second for the sum of Three hundred Eleven dollars, twelve cents, which proceedings were reported to the Court aforesaid, and by it duly ratified all which will appear upon reference to the proceedings recorded at length in Liber S.H. No 24 folio 270 &c one of the Chancery records of Baltimore County Court. Now this Indenture Witnesseth that the said Christian G. Peters. Trustee as aforesaid in consideration of the premises aforesaid, the payment to him of the said notes

and the sum of one dollar current money to him in hand paid hath bargained and sold assigned transferred and set over and by these presents doth bargain and sell assign transfer and set over, unto the said William S. Cole his executors administrators and assigns, all that lot piece or parcel of ground in the City of Baltimore, which on a plat intended to be filed in Baltimore County Court in the case aforesaid is designated by the number 3. three and is thus described. Beginning for the same on the west side of Charles (formerly Goodman) Street, and southerly sixty nine feet, six inches, from the southwest intersection of Henrietta and Charles Streets and which place of beginning is designated to be at the center of the partition wall dividing the house erected on the lot now describing from the house erected on the north, adjoining thereto. And is also the end of the first line of lot No 2, and running thence southerly bounding on Charles Street thirty feet five inches to the center of the partition wall dividing the the Southermost house erected on the lot now describing from the house erected on the lot on the South adjoining thereto, then running along the center of said partition wall westerly and continuing the same course, in all sixty six feet until it intersects the fourth line of Lot No 1 then running and binding on lot number one northerly, thirty feet five inches to the end of the second line of lot No 2, and then running and bounding on the second line of Lot No 2, easterly sixty six feet to the place of beginning being part of the ground demised and leased by Daniel Williamson to John G. Kriel on the 2d July 1817 and recorded in Liber H.G. No 142, folio 707 &c. Together with the buildings improvements and appurtenances to the said Lot belonging or in any wise appertaining. To Have and To Hold the same with the appurtenances to the said William S. Cole his executors administrators and assigns for all the rest residue and remainder of the term of years yet to come and unexpired under and the original lease thereof, with benefit of renewal of the same forever, but subject to the payment of the yearly rent of Thirty dollars per annum under the above demise to which the said premises are liable. In Trust and Confidence however, and upon the trusts following, that is to say, In trust for the sole and exclusive use benefit and behoof of Catharine Drake widow of William Drake late of Baltimore County deceased, and that free clear, and discharged from the claims of any husband which the said Catharine may hereafter have without being in any manner bound for the payment of his debts or liabilities so that the said Catharine Drake may at all times be permitted peaceably and quietly to receive the rents issues and profits of said property without being bound or liable as aforesaid. And in further trust to permit and suffer the said Catharine Drake to sell and dispose of the said property absolutely at any time she may see fit so to do, which power she is hereby expressly declared to possess, as also the power to devise the same by last will and testament in the Event of no disposition of the same having been made by sale or,