rest and residue of the price and purchase for the lands and premises hereby sold and conveyed.

And the said party of the first part further covenants and agrees to and with the parties of the second part, their heirs and assigns, to save harmless the said parties of the second part, their heirs and assigns, and also the premises hereby granted and sold, from all the rest and residue of said bonds, and from the Mortgage above mentioned, and from all liens, Encumbrances or assessments whatsoever upon the lands and premises hereby granted and sold, and every part thereof.

And the said party of the first part, in consideration of the premises, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and assure unto the said parties of the second part, that is to say, to the said Allen McSherman, five undivided Eighth parts, and to to the said William B. Dean, three undivided Eighth parts, of all that certain tract of land, situate and lying and being in the County of Allegany, and State of Maryland, being known as parts of the following farms or parcels of land namely, "The Vale" or "Vale Farm" "The Hoffman Farm" "Hope in Prospect" "Second part of Mark Amended" and a small parcel lately purchased of William Wright, the said farms and parts of farms or tracts of land being together bounded as follows:

Beginning at a certain angle in the Easterly bounds of said "Vale" forty five perches from the South East corner thereof, thence running North seventy four degrees West, one hundred and sixty perches: thence South six degrees West, one hundred and twenty nine perches to the Southerly bounds of said Vale: thence along said Southerly bounds South Eighty ten degrees West, forty five perches: thence along the same bounds North sixty nine degrees West one hundred and twelve perches to the South West corner of said Vale Farm: thence along the West bounds of said farm North fifteen and one fourth degrees West, three hundred and sixty five perches to the lands belong to William Wright: thence East, bounding on said Wright's lands, ten hundred and sixty five perches, three and a half feet: thence on the line between said Wright lands and the parcel purchased from him as above mentioned, North forty two degrees twenty nine minutes East, forty nine perches three and a half feet, to the West bounds of said Hoffmans Farm: thence Northerly along the bounds of said farm seventy four perches to the North West corner thereof: thence bounding on said Wrights lands South twenty Eight degrees East, forty Eight perches: thence North Eighty one and one fourth degrees East, ten hundred and and Eleven and a half perches: thence South Eighty seven degrees East, ten perches to the Easterly bounds of "Hope in Prospect" a parcel of land so called thence along said bounds South Eighteen degrees East forty five perches: thence along said bounds South thirty six degrees West, ten perches: thence along the said bounds South Eighteen perches: thence South sixty two degrees East, nineteen perches to the Easterly bounds of the parcel of land known as the second part of "Mark Amended": thence along the bounds of said last or parcel of land South sixteen degrees East, twenty nine and a half perches: thence South thirty one degrees West twenty two perches: thence South six ten degrees East, forty Eight perches: thence South thirty seven degrees East, twenty four perches; thence South twenty four degrees East, thirty Eight perches: thence South fifty Eight degrees West,

fifty perches: thence South twenty two degrees East, sixty perches: thence South three degrees East, fifty five and three fourth perches: and thence South sixty four degrees West one hundred and five perches to the place of beginning, and including all the tracts or farms aforesaid, by the said courses and distances more or less, containing twelve hundred and fifteen acres of land, be the same more or less.

Also the right of drainage from any mine or mines now open, or which may hereafter be opened on said lands, through the mines now worked, or which may hereafter be worked, on the lands of the party of the first part, whenever such drainage shall become necessary or convenient to the parties of the second part, their heirs or assigns in the operations of mining in or upon the above described lands: together with all and singular the Estate, right, title, interest, and property therein with the rents issues and profits, advantages and appurtenances thereunto belonging or in any wise appertaining: to have and to hold all and singular the said granted premises unto the said Allen McSherman and William B. Dean respectively, in the shares and proportions above set forth, and to their heirs and assigns respectively, to the only proper use benefit and behoof of the said Allen McSherman and William B. Dean, their heirs and assigns, forever, reserving, however, from the above conveyance the right to the party of the first part their successors and assigns, to construct and maintain a railroad upon and through the lands hereby conveyed to the lands of the party of the first part.

Provided however, that after such road is located, such location shall not be changed or altered without the consent of the parties of the second part, their heirs or assigns, in writing, first had and obtained, specifying the alteration intended.

And provided, also, that the party of the first part shall construct and furnish such practicable and convenient branches and sidings to said road as may be necessary or convenient for the mining and business of the parties of the second part, their heirs and assigns, upon the lands hereby granted.

Provided, also, that the construction of said road, and the branches and sidings thereto, and all repairs thereon, shall be undertaken and completed without unnecessary hindrance and delay of the parties of the second part, their heirs or assigns, in the use, occupation and Enjoyment of the above granted lands and premises: the said granted premises being subject only to the payment of said one hundred and twelve bonds in manner herein stipulated, and the reservations for the construction of a railroad as herein particularly set forth, and to no other stipulation, agreement, payment or reservation whatsoever:

And the said Cumberland Coal and Iron Company, party of the first part for themselves, their successors and assigns, covenant and agree to and with said Allen McSherman and William B. Dean, parties of the second part, that the said party of the first part, and their successors, the said lands and premises, and every part and parcel thereof, with the appurtenances thereunto belonging or in any wise appertaining (Excepting, as above Excepted) to them the said Allen McSherman and William B. Dean, (as herein before set forth) their heirs and assigns against them, the said party of the first part, their successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim any right, title, interest, property, claim or demand of, in, to, or against the same or any part thereof, will forever warrant and defend.