or appertaining. To Have and to Hold the piece or parcel of ground and premises above described and hereby mentioned to be granted and assigned, with the rights and appurtenances aforesaid unto the said Jacob Hacker his personal representatives and assigns to his and their proper use and benefit, during all the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term from time to time forever. Subject however to the payment of the aforesaid yearly Rent of forty two dollars and Seventy five cents, to whomsoever the same may be payable, And the said Henry Hacker doth hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed that he will warrant and defend the said property specially to the said Jacob Hacker his personal representatives and assigns And that he will execute such further assurances as may be required.

Witness the hand and seal of the said grantor. Henry Hacker (Seal)

Witness Robt Guynn

State of Maryland City of Baltimore Sct. I hereby certify that on this 15 day of May in the year 1862 before me a Justice of the Peace of the State of Maryland and for the City of Baltimore aforesaid personally appeared Henry Hacker the party grantor in the foregoing deed named and acknowledged the foregoing deed to be his act. Robert Guynn J.P.

Rec.d for Record May 15th 1862 at 3 3/4 o'clock P.M. same day Recorded and Examined per Geo. E. Langston Clk. In testimony that the foregoing is truly copied from Liber G.E.S. No 217 folio 110 &c. one of the Land Records of Baltimore City which Records are now in my keeping. Hereby set my hand and affix the seal of the Superior Court of Baltimore City this 26 day of December 1863. Alfred Mac Clerk. Exhibit marked Complainants Exhibit D referred to in the foregoing Bill of Complaint is as follows to Wit. Know all men by these presents that I Charles Hacker of the City of Baltimore in the State of Maryland am held and firmly bound unto Henry Gabes of the City aforesaid, in the full and just sum of Two thousand dollars lawful money to be paid to the said Henry Gabes or to his certain Attorney Executors, administrators and assigns to the payment whereof I bind myself my heirs Executors and administrators firmly by these presents sealed with my seal and dated this 5th day of November in the year 1863. Whereas the above bound Hacker hath sold to the said Gabes and contracted and agreed to grant, convey and secure to be granted to the said Gabes the property and premises hereinafter described cleared and discharged of all liens and incumbrances to the 16th day of October next, In Consideration of the sum of twenty six hundred dollars paid and to be paid as follows that is to say, Fifteen hundred dollars of the said Consideration money were paid by the said Gabes to the said Hacker before the date of these Bond, and the balance thereof i.e. Eleven hundred dollars are to be paid on the 16th day of January thereof i.e. Eleven next, with the interest thereon from that day. Now Condition of the above obligation is such that if the said Hacker shall upon the payment of the balance of purchase or Consideration money aforesaid at the time limited as aforesaid for payment well and sufficiently grant or cause and procure to be granted unto the said Gabes, all that lot of ground situate in the City aforesaid, on the South side of Saratoga Street designated as No 132 Saratoga Street and particularly described in an Assignment from Henry Hacker to the said Obligor dated

May 25th 1862 and recorded in Liber G.E.S. No 217 folio 110 &c. one of the Land Records of the City aforesaid, for all the residue of the term of years to come and unexpired therein, with the benefit of renewal forever, subject however to the payment of the annual rent of one hundred and Eight dollars, and that by such deed of assignment and transfer in the Law as may be reasonably advised or desired and required by the said Gabes or his Counsel, and if upon such assignment be delivered or until default be made in the payment of the said $1100.00 balance of purchase money aforesaid or some part thereof at the time limited as aforesaid, for the payment of the same, the said Gabes be suffered and permitted to hold the property above described, without interruption from the said Hacker, or any person or persons claiming any interest thereon, under him the said Hacker, or under any other person or persons whatsoever, he the said Gabes paying however in the meantime the ground rent aforesaid and all taxes and assessments on said property from the 16th day of October next then the foregoing Obligation to be void otherwise to be of force and virtue,

C. Hacker (Seal)

Signed sealed and delivered in the presence of Samuel T. Spicer

State of Maryland City of Baltimore to wit. I hereby certify that on this 5 day of November in the year 1863 before the subscriber a Justice of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Charles Hacker, and acknowledged the foregoing Bond to be his act.

Samuel T. Spicer.

In testimony that the foregoing Bond to be his act is truly copied from the original left for Record in the 5th November 1863 at 4 o'clock P.M. I hereto set my hand and affix the seal of the Superior Court of Baltimore City on this 28 day of December 1863. Alfred Mac Clk

Whereupon the Court here passed in said cause the following order in form following to Wit. George Rost vs Charles Hacker &c. In the Circuit Court for Baltimore City January Term 1864. On the foregoing Bill and Exhibit this 29th day of January 1864. On the foregoing Evidence that a Writ of Injunction be issued as prayed in said Bill upon the filing of a Bond by the Complainants with penalty of Four thousand dollars with security to be approved by the Clerk of this Court, Liberty is hereby reserved to the defendants to move for the rescinding of this order and for a dissolution of the Injunction to be issued as aforesaid at any time after filing answers to said Bill on giving the Complainant five days previous notice of such Motion. And the Clerk is hereby directed to annex a Copy of this order to the Writ of Injunction. Test Wm Alexander

And thereupon to Wit on the same day and year aforesaid the Complainant aforesaid by his Solicitor aforesaid filed in said cause the following Injunction Bond to Wit. Know all men by these presents that we George Rost and Meyer Steger residents of the City of Baltimore and State of Maryland are held and firmly bound unto the State of Maryland in the sum and just sum of Four thousand dollars Current money to be paid to the said State of Maryland, or its certain Attorney to which payment well and truly to be made and done We bind ourselves and each of us, our and each of our Heirs Executors and administrators jointly and severally by these presents sealed with our seals and dated this 29 day of January in the year of our Lord 1864. Whereas by a decree of the Circuit Court for Baltimore City passed in a cause wherein the said George Rost Complainant and Charles Hacker Jacob Hacker and Henry Gabes are the defendants an injunction is about to issue to restrain the said defendants