forty three perches North 73 degrees East 29 pes North 3 degrees East 49 perches North 11 degrees and three quarters East 49 pes South 21 deg East 31 pes North 82 and a half degrees East 60 pes North 81 pes to the end of the 14th line of Mr Straughan thence then reversing the lines of that tract South 42 degrees East 113 pes North forty seven degrees East 113 pes North 37 degrees East 40 pes South 50 degrees East 48 pes South 8 degrees East 44 perches then South 21 degrees West 85 perches South 35 degrees East 45 pes to the end of the 74th line of the original tract then with said line reversed South thirty six degrees East 20 pes South 42 degrees East 311 pes South 86 degrees west 112 pes South 42 degrees East 9 perches South 66 degrees west 4 pes South 31 deg west 42 pes then south 25 degrees East 48 perches to the end of the 41 line of the original tract then south 19 deg west 16 pes to a stone South 80 degrees west 49 pes to a stone then south 12 pes to a stone at the end of the thirty fourth line of Sybert's establishment then reversing that land South forty degrees East fourteen perches South 32 degrees west 24 pes North 52 degrees west 15 pes South 40 degrees west 21 pes South 74 deg west 14 pes South 41 deg East 60 pes then South 83 deg West 66 pes South 28 degrees west forty four perches South 19 and 3/4 degrees West 23 pes North 68 degrees West 22 pes North 39 degrees west 40 pes North 37 degrees west 16 pes North one degree East 40 pes North 47 degrees East 72 pes North 57 degrees west 67 pes North 33 degrees East 34 pes thence by a straight line to the beginning containing four hundred and ninety eight acres of land more or less Also all that piece of a tract of land called Poverty manor situate in the County aforesaid beginning at the end of the 19th line of the above tract and running thence with the outlines thereof to the end of the 30th line thereof then with a straight line to the place of beginning containing 66 acres of land more or less, Also all that part of a tract of land called Germany lying in the County aforesaid being part of the land conveyed by Walter Tinderbury to John Roach beginning at the end of the North 47 degrees East 72 perches line of said conveyance and running thence North 47 degrees west 23 pes South 71 and a quarter degrees west 51 and a half pes then by a straight line to the beginning containing three acres and three eighths of an acre of land more or less To Have and to hold the said several parts of tracts or parcels of land and premises with the appurtenances thereunto belonging unto the said John Cushing his heirs and assigns forever to the only proper use and behoof of the said John Cushing his heirs and assigns forever and to and for no other use, intent or purpose whatsoever Provided always and it is the true intent and meaning of these presents and of the parties hereunto that if the said Benjamin Cushing his heirs executors or administrators do and shall well and truly pay or cause to be paid unto the said John Cushing his executors administrators or assigns the said three sum of seven hundred and forty nine dollars and sixty six cents, with legal interest thereon from the 2d day of March 1826 on or before the first day of June 1828 and shall also pay or cause to be paid to the said Jacob Knable George Knable Jacob Seidt Henry Sued John Stolz and Henry Stolz or their respective executors administrators or assigns the several sums to them respectively by the said several single bills herein before specified with interest and shall pay indemnify and save harmless the said John Cushing as surety for the said Benjamin Cushing in the said several single bills then and from thenceforth

these premises and every matter and thing therein contained shall cease and be utterly void and void any thing herein contained to the contrary thereof in any wise notwithstanding But in case the several debts above specified shall not be fully paid and satisfied by the said Benjamin Cushing as aforesaid the said first day of June 1828 then it is the true intent and meaning of these presents and of the parties hereunto that the said John Cushing his heirs and assigns shall have full power and authority and they are hereby fully authorised and empowered after the said last mentioned day to sell and dispose of all any part of the said land and premises at public sale or sales upon due notice thereof given according to law in such lots terms as to him or them shall seem most expedient and to pay out of the said sales to apply first to pay all the necessary expenses attending the said sales and secondly to pay and satisfy the said debt due from the said Benjamin Cushing to the said John Cushing thirdly to pay and satisfy the said several debts above specified due from the said Benjamin Cushing to the said Jacob Knable George Knable Jacob Seidt Henry Stolz John Stolz and Henry Sued respectively and the balance if any to pay the said Benjamin Cushing his executors administrators or assigns. In witness whereof the said Benjamin Cushing hath hereunto set his hands and affixed his seal the day and year herein first before written.

Signed sealed and delivered in the presence of Jacob Schnebly Benjamin Foe } Benjamin Cushing (Seal)

Be it remembered that on this 21 day of June 1826 personally appears Benjamin Cushing the party grantor within named before us the subscribers two justices of the peace of the State of Maryland in and for the County aforesaid and acknowledged the within deed or instrument of writing to be his act and deed and the land and premises therein mentioned to be the right and estate of the within named John Cushing party grantee also therein named his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of assembly in such case made and provided.

Taken and certified before us. Jacob Schnebly Benjamin Foe

Exhibit B Payments made by John Cushing under his agreement with Benjamin Cushing dated 11th Nov 1826.

1826 Nov. 21	Paid to Benjamin Cushing		$1600.
	Paid to Henry Stolz a note		118.42
	do do do do	do	230.60
	do George Knable	do	479.56
	do do	do	532.06
	do do	do	549.37
	do John Stolz		378.78
	do do	do	506.39
	do do	do	307.54
	do Jacob Seidt	do	21.79
	do do	do	225.81
	do do	do	453.82
	do do Jacob Sued	do	281.94
			$4,248.87

I Received the above Notes and accounts according to the Agreement.

Benjamin Cushing.

Exhibit C Account Book K Page 1.