$3000.00 P. Geo. County, Md. August 18th 1857.

Twelve months after date we, or either of us joint[illegible] & severally promise to pay to Benjamin Lee, or order Three thousand dollars, with legal interest from date, payable semi-annually; value rec'd.

John Contee
Nich^s H. Shipley

1858 Augt 18th By Nich^s H. Shipley's draft on Mess. Neal Harris & Co for $180, dated 15th Sept. 1859 Augt 15th By ch on Farmers Bank of Md. for $180 1860 Augt 20th By ch. on Farmers Bank Md. for $180.

$1000 October 10th 1860 By a ch on Farmers & Planters Bank Baltimore, for one thousand dollars.

State of Maryland, Prince Georges County, to wit:

On this 25th day of April 1864 before the subscriber, Register of Wills for Prince Georges County, personally appeared William Seaton Belt one of the Administrators of Benjamin Lee, deceased, and made oath on the Holy Evangely of Almighty God that the above note is just, and true, and that it does not appear from any book or writing of his decedent, that any part of said note hath been discharged except what is credited, and that to the best of the deponants knowledge, and belief, no part of the said note hath been discharged, and no security or satisfaction given for the same, except what is credited thereon.

Sworn before
Wm. A. Farbee, Reg^r.

By order of the Orphans Court this note will pass when paid.
True Copy. Test. Wm. A. Farbee Reg^r.

True copy.
Test: Fred^k Safeer, Clk.

Exhibit No 4, being in the words following, to wit:

This Indenture, made this 20th day of September in the year of our Lord one thousand eight hundred and forty four, between Nicholas H. Shipley, and Margaret Shipley of Frederick County in the State of Maryland of the one part, and John Contee of Prince Georges County in the same State of the other part, Whereas there descended to the said Margaret Shipley then Margaret Contee, and the said John Contee as tenants, and coparcenary, and common, under the wills of their Grandfather Isaac Duckett, and their father John Contee, both late of Prince Georges County, aforesaid, a large real, and personal estate, consisting for the realty, of a plantation called "Enfield Chase" conveyed to the late John Contee the father by deed from Robert Ghiselin, and Mary Elizabeth his wife, and a plantation called "Pleasant Prospect" on which the said John Contee the father resided at the time of his death, together with a tract or peice or

parcel of land called "Woodland", all situate lying & being in Prince Georges County, aforesaid; And for the personalty, of divers articles of furniture, and plate, & a number of negro slaves belonging to the estate of the late Isaac Duckett the grand father and John Contee the father, with all the work horses, cattle, sheep, hogs, and all the farming utensils except the wagons attached to, and upon the two plantations, called "Enfield Chase" and "Pleasant Prospect" at the time of the death of the said John Contee the father. And Whereas afterwards, on or about the twenty eighth day of July in the year eighteen hundred and forty one, it was agreed by, and between the said Margaret then Margaret Contee, and the said John Contee her brother for the making partition of the said personal property, that the said John should have, and hold in severalty, all the stock, farming utensils, crops, and other personal property on the estate called "Pleasant Prospect" not specifically devised in the will of the said John Contee the father, and that the said Margaret should have, and hold in like manner, all the stock, farming utensils, and crops, and other personal property on the estate called "Enfield Chase" not specifically devised as aforesaid; and that the said Margaret, and John shld respectively hold in severalty the several negroes, devised to them as aforesaid, then agreed upon, and named. And Whereas, afterwards, on the ninth day of June Eighteen hundred and forty-three, by an instrument of writing then made, and executed, it was further agreed by, and between the said John Contee the brother, and the said Margaret for the purpose of making partition of the real estate, aforesaid, that the said Margaret should release to the said John his heirs, and assigns forever, all right to the estate called "Pleasant Prospect", and the peice or parcel of land called "Woodland", and that the said John should release to the said Margaret her heirs, and assigns forever, all right to the estate called "Enfield Chase". And Whereas, since the division, by way of partition of the personal personal property, aforesaid, by, and between the said John and Margaret, and since the execution of the said articles of agreement, by way of partition of the real estate, the said Margaret has intermarried with the said Nicholas H. Shipley, and since the said intermarriage, the said Nicholas H. Shipley, and the said Margaret his wife, in pursuance of a power reserved to the said Margaret in an antenuptial agreement, which was entered into between the said Margaret, and the said Nicholas H. Shipley upon the eve of their marriage (which is evidenced by an indenture of three parts, between the said Nicholas H. Shipley of the first part the said Margaret, then Margaret Contee of the second part, and the said John Contee her brother of the third part, dated on the twenty