and Complying with the Terms of the said agreement in writing which by the said agreement a reference being thereto had will more fully appear (excepting Nevertheless out of the Lots, Squares Land and Tenements above mentioned all that Square marked and distinguished in the plat of the said City of Washington by the number five hundred and six all that other Square lying next and South of the said number five hundred and six and all that other square lying next and south of the square last aforesaid, the said three Squares containing in the whole about the quantity of one hundred and sixty nine thousand five hundred and seventy six and three quarters square feet be the same more or Less, which it is agreed by all the parties to these presents shall be and remain the Sole and seperate property of the said James Greenleaf his heirs and Assigns; and excepting also all such squares lots lands or tenements are were either Conveyed or sold or agreed to be conveyed either by all or either of them the said James Greenleaf, Robert Morris, and John Nicholson or any of their Agents or Attorneys to any person or persons whatever at any time prior to the said tenth day of July in the year of our Lord one thousand seven hundred and ninety five); Together with all and singular the houses buildings, improvements, ways, waters, water Courses, rights, privilidges, services, hereditaments and appurtenances of what nature or kind soever to the hereby conveyed lots, squares, lands and tenements belonging or in any manner appurtaining, and all Deeds, writings and papers touching or concerning the title to the same; and also the reversion and reversions, remainder and remaindors, rents, issues and profits of all and singular hereby conveyed Lots, lands, tenements and premisses; And also all the estate, right, title, interest, property, claim and demand both at law and in Equity of him the said James Greenleaf of, in, or to the same and every part thereof; To have and to hold all and singular the hereby conveyed Lots, Squares, lands and premises with the appurtenances to the said Robert Morris and John Nicholson their heirs and Assigns, to the only proper use and behoof of the said Robert Morris and John Nicholson their heirs and assigns for ever equally to be divided between them as tenants in common and not as Joint

tenants

tenants; Subject Nevertheless to all liens now binding or affecting the same property on account of any part of the purchase money which remains unpaid to the Commissioners of the said City of Washington or any other person or persons from whom the same was purchased by either of the parties to these presents and to all other liens, restrictions reservations, exceptions, conditions, regulations and agreements to which the said property, or any part of it was subjected by the contract under which the same was purchased as aforesaid; — Subject also to a conveyance (absolute in form but intended to be in nature of a mortgage) made by the said James Greenleaf of part of the premises to Pieter Godefroy Rutger, Jan Schimmelpennick and Robert Daniel Crommelin as by the Deed bearing date on or about the twenty eighth day of July in the year of our Lord one thousand seven hundred and ninety four reference being thereunto had will more fully appear; Subject also to a Mortgage of part of the premises made by the said James Greenleaf, Robert Morris and John Nicholson to a certain William Mayne Duncanson as by the deed bearing date on or about the twelfth day of September in the year of our Lord one thousand seven hundred and ninety five, reference being thereunto had will more fully appear; And subject to another Mortgage of part of the premises made by the said James Greenleaf, Robert Morris and John Nicholson to a certain Thomas Law as by the deed bearing date on or about the eleventh day of May in the year of our Lord one thousand seven hundred and ninety five reference being thereunto had will more fully appear: And the said James Greenleaf for himself his heirs, executors and administrators hereby covenants with the said Robert Morris and John Nicholson their heirs and assigns in manner following that is to say; that he the said James Greenleaf and his heirs all that part of the hereby conveyed lots, Squares, lands and premises in which he the said James Greenleaf and the said Robert Morris and John Nicholson were jointly interested each one equal undivided third part on the said tenth day of July in the year of our Lord one thousand seven hundred and ninety five as aforesaid from and against him the said James Greenleaf and his heirs and all persons lawfully claiming by from or under him or them, to them the said Robert Morris and John Nicholson their heirs and

assigns