and are half acre of Land at and for the price of Six Pounds Current
money per acre payable as follows, Three Hundred Pounds part
thereof on the first day of December next, after the said Bartholomew
Both shall have put the said Thomas Sim Lee in peaceable
possession of the same Lands, one Thousand Pounds in Twelve
Months from the time limitted for the first payment with
legal Interest from the said first payment, Twenty five
Hundred Pounds the current money at the expiration of two
years from the time limitted for the first payment with
legal Interest thereon for the same Two years and the
residue of the said purchase money supposed to amount
to the sum of Two Thousand Pounds current money at the
expiration of three years from the first payment with legal
Interest for the said three years and for securing the payment
of which several sums of money as herein before limitted
the said Thomas Sim Lee hath at the execution of these
presents entered into Bonds with Joseph Sim his Security
to the said Bartholomew Both and whereas it is mutually agreed
by and between the parties hereto that by an accurate
and admeasurement of the said several Tracts or parts of
Tracts of Land herein before assented to be sold to the said
Thomas Sim Lee and upon ascertaining the lines of the same
and also the lines of the Tracts of Lands adjoining or contiguous
thereto on which the lines of the said several Tracts or parts
of Tracts may depend and by which they may be in
any manner affected It shall be found that the Lands
hereby contracted for contain more of each other and the
other Tracts on which the same may depend and of the
exception herein before assented and made a greater
quantity of Land than Nine Hundred and Eighty five
Acres and an half Acre that then and in such case the
said Thomas Sim Lee his Heirs or assigns at the time
limitted for the last payment (that being the time
limitted for the conveyance of the said Lands) shall
pay to the said Bartholomew Both his Heirs or assigns
the further sum of Six Pounds Current Money per Acre
with the Interest as aforesaid for every Acre which the same
may exceed the quantity of Nine Hundred and Eighty
five Acres and an half Acre and that if the said Lands
shall

upon the Survey and admeasurement thereof as aforesaid
be found deficient and short of the quantity of Nine Hundred
and Eighty five Acres and an half that then and such case
the said Thomas Sim Lee his Heirs, Executors or Administrators
shall be entitled to the part of the last payment hereby
stipulated with the sum of Six Pounds Current Money
aforesaid per Acre for every Acre so deficient the said
Lands amount to as if made at the expiration of
the said last mentioned time and whereas it is further
agreed between the parties hereto that the said Bartholomew
Both his Heirs or assigns shall secure and indemnify the
said Thomas Sim Lee his Heirs or assigns in the peaceable
possession of the Lands hereby contracted for against
any claim that may be set up to them by a certain
Caleb Dorsey or his Heirs for or on account of certain
Bills of Exchange amounting to three Hundred and Seventy
Six Pounds twelve Shillings Sterling paid into the Chancery
Court for the use of the said Caleb Dorsey in obedience
to a Decree of said Court of Chancery by which decree and
a Deed of Release executed by the said Caleb Dorsey for
some of the Lands hereby contracted for, the same Lands
were to remain charged as a Security for the payment
of the said Bills according to their Tenor and it is further
agreed that the said Bartholomew Both his Heirs or
assigns shall also indemnify and secure the said Thomas
Sim Lee his Heirs and assigns against the claim of Dower
that may at any time be set up by Mrs Both to any
of the said Lands and shall also warrant the same
against the said Bartholomew Both his Heirs and assigns
and all persons holding the same in trust for him
or them and also against William Both his Heirs or
assigns — Now the Condition of the preceding
obligation is such that if the said Bartholomew Both
his Heirs or assigns do and shall after the full payment
of

MdHS 1974 [635-376]