contain in themselves clear of each other and all elder
Surveys, and the Exception before made the Quantity of
Nine hundred and Eighty five Acres and an half Acre of
Land, at and for the price of Six pounds current money
per Acre payable as follows, four hundred pounds each
thereof on the first day of December next, after the said
Bond in the peaceable possession of the said Thomas
Sim Lee in the peaceable possession of the same Lands, One
thousand pounds in twelve Months from the time limited
for the first payment with legal Interest from the said
first payment, twenty five hundred pounds like current
money at the Expiration of two years from the time limited
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 and thirteen
pounds current money at the Expiration of three years from
the first payment with legal Interest for the said three years
for securing the payment of which said several Sums of
money as herein before limited the said Thomas Sim Lee
hath at the Execution of these presents entered into Bonds
with Joseph Sim his Security to the said Bartholomew Booth
And Whereas it is mutually agreed by and between the
parties hereto that if on an accurate Survey and Admeasurement of the said several Tracts or parts of Tracts of Land
herein before described 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 Land adjoining or contiguous thereto
or 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 should be found that the Lands hereby
contracted for, contain clear of each other, and the elder Tracts or which
the same may depend and of the Exception herein before
described and made a greater Quantity of Land than Nine

hundred contained 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 ~~agreed~~ that the said Bartholomew
Booth his heirs or Assigns shall also indemnify and secure the
said Thomas Sim Lee his heirs and Assigns against the
Claims of Dower that may at any time be set up by Mrs
Booth to any of the said Lands, and shall also warrant
the same against the said Bartholomew Booth his heirs and
Assigns and all persons holding the same in trust for him or
them and also against William Booth his heirs or Assigns
Now the Condition of the preceding Obligation is such that if the said
Bartholomew Booth his heirs or Assigns do and shall after the full
payment of the several sums of money herein before stipulated
to be paid by the said Thomas Sim Lee, by deed or deeds to be
executed by the said Bartholomew Booth or his Heirs, William
Booth or his Heirs, and such person or persons as may hold the
same Lands or any part thereof in trust for the use of the said
Bartholomew Booth make over and convey to the said Thomas Sim
Lee his heirs or Assigns an Estate in fee simple in the before described
Lands hereby contracted for, such deed or deeds so to be executed
to contain a special Warranty against the said Bartholomew
Booth William Booth and Trustees and proper Covenants on the
part of the said Bartholomew Booth to secure the same Lands against
all the Claims herein before specified, unless that Security and
Indemnity shall be otherwise given at the request of the said Thomas
Sim Lee his heirs or Assigns, and shall in all things fully
satisfy and comply with the requirements before recited, on
his and their parts to be done and performed then the preceding
Obligation to be void else to remain in force and virtue
in law

Signed Sealed and delivered
in the presence of

R Potts
Jno. Smith Junior

Bar.w Booth

MdHS 1974 [636-1141]