

Clerk of Circuit Court
Frederick Co. MD

Please send me a copy of the following deeds:

W.R. 42/496 Peter Oler and Philip Oler, agreement

W.R. 42/208 John Trucks to Valentine Null

W.R. 27/366 Ag 8, 1805 John Trucks to John Reifschneider deed

J.S. 25/14 May 2, 1815 Andrew Ohler from Hannah Ohler

Incorrect Reference

J.S. 5/14 May 2 1815 Hannah Ohler to Andrew Ohler et al

J.S. 3/525 Oc 24 1816 Hannah Ohler from John Sheely

J.S. 22/169 John Ohler from Lawrence Ohler

Enclosed is check for \$12.00. Please let me know if further money is needed.

Thank you

Camilla A. Berger

Mrs. Camilla A. Berger
19702 Crestknoll Dr.
Yorba Linda, CA 92686

July 17, 1987

Dear Mr. Berger,

I received a part of a letter from you, through a fellow correspondent. In it you expressed an interest in a Philip Peter Okler of Frederick Co. Md. I too, am interested in a Philip Her, of Sharpsburg, Wash. Co. Md. He & his wife Ann had a son David, born in Littlestown, York Co. Pa. 25 Dec. 1783. David is my g.g. grandfather. In the church records there, his name is spelled as Euler. I am sure that you understand that the surname has many many different ways of being spelled. Philip & Ann had several other children & are listed in the 1790 & 1800 census of Sharpsburg, Wash. Co. Md. He sold his land in 1810, but is not in the 1810 census, although his son David & wife are. I have never been able to locate Philip or his wife since then. My problem is to find Philip's parents & siblings. His wife's too, if possible. Maybe there was a second wife - Hannah?

I do not think that there is a place for him in the lists of descendants of Conrad, the immigrant in 1729, who is quite well documented. I received a 53 page report from York Co. Pa. that lists ~~numerous~~ records of everyone in their county with similar spellings of the name, up to 1850. From this report I found that it is possible that he could be a descendant of a Dietrick or a Peter, who were both landowners there in Lancaster Co. in the 1730s.

The similar names & relatively same area, prompted me to drop you a line. Would be very happy to exchange information with you - maybe we can help each other. Am sending a SA SE for your convenience, & hope to hear from you..

Sincerely,
(over)

AYLOR (OHLER, ILLER &c &c)

Mrs. W.R. Eckhardt, Jr. Feb. 18, 1980

LIST OF TITHABLES, 1775, ROCKINGHAM COUNTY, VIRGINIA:

ANTHONY OLER (ALER)
WILLIAM OLER
HENRY OLER
JOHN OLER

1782:

ROCKINGHAM CO., VA. LAND BOOK (Copied at the Va. State Library by U.L.E.)

OLIER, JOHN - 121
OLIER, HENRY - 117
OLIER, WILLIAM - 230
AILER, HENRY, 1 - 140

ROCKINGHAM LAND BOOK ALTERATIONS, 1783:

WILLIAM YOUNG to PETER OLIER

RETURN OF NEW PATENTS, NOT BEFORE CALLED, VALUATIONS THEREON, 1784:

AYLOR, ANTHONY - 94 (or 84) 2/S.14/ - 278

NOT BEFORE VALUED:

Frederick Michael to ANTHONY OLIER, JR. to (or JOHN) - 100
ANTHONY AILER (sir-name first on list, as in book) - 100-2

1787 (ROCKINGHAM LAND BOOK).

AYLOR, ANTHONY - 87 (or 97) & 20 & 9 acres
AYLOR, JOHN - 44 & 10 & 2 & 100 & 37 3/4 acres
AYLOR, HENRY - 140 -
AYLER, JOHN - 200 acres
OLIER, PETER - 100 acres
OLIER, JOHN - 104 acres
OLIER, WILLIAM - 260 acres
OLIER, HENRY - 77 acres
OLIER, ADAM - 295 acres

ABSTRACT OF WILL OF HENRY SMITH (father-in-law of ANTHONY AYLOR)
Wife MARGIE (or MARGARET). Issue: GEORGE (to have my Plantation.
ROSINA (wife of LORENTZ CRONE; CATHARINE, WIFE OF ANTHONY OELER ;
ELIZABETH, wife of Grantz Bischoff; BARBARA, wife of HENRY LIBHART;
MARGARET, wife of JACOB HARRAUGH; MARDALENA, wife of GEORGE DIETZ.

(Note here that HENRY SMITH had only one son, GEORGE).

013,589

Baltimore Co Wills Index
1664 to 1850

		Pg.	Book
Philip Oler	1826	245	12
George Oler	1828	96	13
Peter Oler	1840	155	18
John Oler	1848	372	22
Margaret Oler	1850	348	23

Ubler

		Pg.	Bk
Erasmus Ubler	1814	481	9
George Ubler	1818	411	10

sent for
3/2/81

Clerk of Circuit Court
Carroll County, MD
Westminster, MD 21157

Frederick
Co. MD

Can you please send me a copy of the following deeds:

W.R. 42/496 Peter Oler and Philip Oler, agreement

W.R. 42/208 John Trucks to Valentine Null

W.R. ~~29/20 May 3 1806 Joseph Wivel from Joseph Storm~~

W.R. 27/366 Ag 8, 1805 John Trucks to John Reifschneider deed

J.S. 25/14 May 2, 1815 Andrew Ohler from Hannah Ohler

J.S. 5/14 May 2 1815 Hannah Ohler to Andrew Ohler et al

J.S. 3/525 Oc 24 1816 Hannah Ohler from John Sheely

J.S. 22/169 John Ohler from Lawrence Ohler

3 ✓

* Deed Feb. 24, 1852 Jacob Harnish & wife Sarah to Paul Raes (Reese, Reis, etc.) 13/189

Raes

✓

* Deed of Paul Raes (Reese, etc.) after Feb. 24, 1852 conveying the above mentioned property (Harnish-Raes)

Enclosed is check for \$11.00. Please advise if further money is needed.

Thank you,

Camilla A Berger

Mrs. Camilla A. Berger
19702 Crestknoll Dr.
Yorba Linda, CA 92686

P.S. * If necessary, please give top priority to the last two mentioned deeds in my list.

2 - 37/142
3 - 63/180

3
2
3
mailed
4-9-80

or remainders, rents, issues & Profits thereof, to which the said Isaac Bern has any Title or Interest in, To Have and to Hold all the Estate, Right, Property, Title, Share & Interests, whether at Law or in Equity in possession, remainder or reversion of the said Isaac Bern of and to the said two parcels of land and each of them with the appurtenances unto the said Daniel Delaplaine, his heirs and assigns forever, to the only proper use and behoof of the said Daniel Delaplaine his heirs and assigns forever and to and for no other use, intent or purpose whatsoever, and the said Isaac Bern for himself and heirs with covenant and agreed with the said Daniel Delaplaine his heirs and assigns, to warrant and forever defend his part devised as aforesaid, the two tracts or parcels of land with the appurtenances unto the said Daniel Delaplaine his heirs and assigns forever against the said Isaac Bern and against all persons claiming by from or under him. In witness whereof the said Isaac Bern, hath hereunto set his hand & affixed his seal the day and year first aforesaid —

Signed sealed and delivered } Isaac Bern (Seal)
in presence of
Wm Grimes Jr

Jason Phillips which is thus endorsed to wit:
State of Maryland, Frederick County &c.

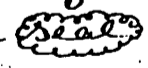
We hereby certify that on the 21st day of March in year of our Lord 1815, before us the Subscribers, two Justices of the peace, for the County aforesaid personally appeared, Isaac Bern, the party Grantor named in the foregoing instrument of writing, and did acknowledge the said instrument of writing to be his act and deed before Wm Grimes Jr
Jason Phillips

at the request of Andrew Ohler, Michael Harner & Catherine Wivel the following deed of release is recorded 2^d day May 1815 to wit:

14. This Indenture made this twentieth day of April in the year of our Lord, 1815, between Hannah Ohler of Frederick County and State of Maryland, widow of Philip Peter Ohler late of the said County and State deceased of the one part and Andrew Ohler, Michael Harner, who married Susanna Ohler and Catherine Wivel of the other part, witnesseth that the said Hannah Ohler for and in consid-

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eration of the sum of three hundred and nineteen dollars current money to her in hand paid by the said Andrew Ohler, Michael Harner and Catherine Weivel. the receipt whereof she the said Hannah Ohler doth hereby acknowledge and herself therewith to be fully satisfied, contented and paid both promised released and forever quit claim, unto the said Andrew Ohler Michael Harner and Catherine Weivel their heirs and assigns forever, all and all manner of power, right and title of power whatsoever which she the said Hannah Ohler now hath, may might, should or of right claim of in and to a tract or parcel of land in the County and State aforesaid containing forty seven and three fourth ~~one~~ acres of land, adjoining the land of Thomas Adams and others and whereon the said Philip Peter Ohler lately resided or, or any part thereof so released unto the said Andrew Ohler, Michael Harner and Catherine Weivel their heirs and assigns, and the said Hannah Ohler for herself her heirs Executors and administrators and for every of them, doth covenant, promise and grant to and with the said Andrew Ohler, Michael Harner and Catherine Weivel their heirs and assigns by these presents, that neither she the said Hannah Ohler or any other person or persons whatsoever for her or in her name or any manner of right or title of power of in or to the said tract or parcel of land or any part thereof, at any time hereafter shall or may have claim against the said Andrew Ohler, Michael Harner and Catherine Weivel their heirs and assigns shall and may peaceably have hold and enjoy the said tract or parcel of land so released as aforesaid without interruption or disturbance whatsoever of the said Hannah Ohler, her Executors Administrators or assigns, or of any person or persons lawfully claiming or to claim by from or under her, them or any of them In witness whereof the said Hannah Ohler hath hereunto set her hand and seal the day and year first above written. - Hannah Ohler 

Signed, sealed & delivered }
in presence of.

Jo: Sim Smith. Joseph Parney. } which is thus endorsed, to wit:
Frederick County, Va.

on the 20th day of April Eighteen hundred and fifteen personally the above named Hannah Ohler before us the subscribers two of the Justices of the Peace for the County aforesaid and

acknowledged the within 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 Andrew Ohler, Michael Starmer and Catherine
wivel their heirs and assigns forever, according to the
true intent and meaning thereof.

Taken & certified by } Jos. Sim Smith }
Joseph Garey }

For deed granted } at the request of John Hurty the
9th Oct. 1817 } following deed is recorded 2nd May 1815 to wit:
This Indenture made this fifteenth day of April in the
year of our Lord one thousand eight hundred & fifteen
between Henry Stouffer and Jonathan Davis, Executors of
the last will and testament of Christian Stouffer late of
Frederick County deceased of the one part and John Hurty
of the County aforesaid in the State of Maryland of the
other part. Witnesseth, that whereas the said Christian
Stouffer deceased by his last will and testament bearing
date the twenty eighth day of December eighteen hundred
and fourteen and recorded in the office of the Register of
Wills in Frederick County as will appear by reference there
to being had did authorize and empower Henry Stouffer
and Jonathan Davis his Executors to dispose of and convey part
of his Estate for the purposes expressed in his said will, now this
Indenture witnesseth that they the said Henry Stouffer
& Jonathan Davis Executors as aforesaid as well by virtue
of the power and authority to them given as aforesaid as in
consideration of the sum of three hundred and ten dollars
current money to them in hand paid by the said John Hurty
the receipt whereof they do hereby acknowledge, have grant
ed, bargained and sold and do hereby in said capacity
grant, bargain and sell, convey and confirm unto him the
said John Hurty his heirs and assigns forever the following
described lot or parcel of land distinguished by Lots 1 & 2
being part of a tract of land called "The Orchard" lying and
being in the County aforesaid. Beginning for said lot at
the beginning place of twenty two and a half acres part of
said tract called "The Orchard" conveyed by Christopher
Johnson to the said Christian Stouffer dec^d and running
thence with the first line thereof bounding thereon South
eighteen degrees west nine perches, then South eighty de
grees East thirty four and a half perches to intersect a

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Grossman party grantors in the within recd named, before the
 subscribed and of the Judges of the General Court of the State
 aforesaid and Judges of the Court of Sessions of which the
 County of Frederick aforesaid is part, the said being a Court
 of record and of laws of the State and County aforesaid, and
 acknowledges the contents and instruments of writing to her
 then act and deed, and the estate and premises therein mentioned
 and thereby bargained and sold, to her the rights and estate of
 Colin Lee of part to grant as, within named this then and assign
 forever, according to the purpose, true intent and meaning of
 the said recd instruments of writing, and of the acts of
 Assembly of the State of Maryland in such case made providing
 And now at the same time also personally appeared Elizabeth
 Grossman wife of Simon Grossman, before me Judge as aforesaid,
 and acknowledges the same deed or instrument of writing to be
 her act and deed and the estate and premises therein mentioned,
 to be the rights and estate of the within Colin Lee, his heirs
 and assigns forever and the said Elizabeth Grossman being
 by me privately examined apart from and out of the hearing
 of her husband, whether she doth make her acknowledgements
 of the same voluntarily and without being induced to do so
 by fear or threats of, or ill usage, by her husband or by fear
 of his displeasure, acknowledges that she doth make her ac-
 knowledgements of the same voluntarily, and without being
 induced to do so by fear or threats of, or ill usage by her
 husband or by fear of his displeasure Taken and Certified
 this day and year above written

Robert White

Virginia Chesapeake County to wit I Joseph Keane Clerk
 of the Superior Court of Law for the said County do hereby
 certify that Robert White whose name is subscribed to the
 within certificate is sole Judge of the said Superior Court
 of Law and to all his acts and doings as such full faith
 and credit is and ought to be given as well in courts of
 Justice as elsewhere



In testimony whereof I have hereunto set my
 hand and affixed the seal of the said Superior
 Court of Law this 20th day of December in the
 year of our Lord one thousand eight hundred
 and twenty seven Joseph Keane

to wit: John Adolphus to the Request of Elizabeth Hannah Under the following
 August 27th 1832 Decd is received December 31st 1827 viz
 This Indenture made this twenty seventh day of December
 in the year of our Lord one thousand eight hundred and
 twenty seven between Elizabeth Hannah Old of Frederick County and
 State of Maryland, of the one part, and Elizabeth Gouther
 and

526

And Hannah Gouker of the same County and State of the aforesaid
 (Witnesseth that the said Hannah Oler for and in consideration of
 the sum of two hundred and one dollars current money of
 Maryland to her in hand paid by the said Elizabeth Gouker
 and Hannah Gouker before the sealing delivery of these presents
 the receipt whereof the said Hannah Oler doth hereby acknowledge
 and herself therewith to be fully satisfied contented and paid
 that granted, bargained and sold, released, aliened, conveyed
 and confirmed, and by these presents doth grant, bargain and sell
 release, alien, convey and confirm unto the said Elizabeth Gouker
 and Hannah Gouker their heirs and assigns forever as tenants in
 common all that tract or parcel of land lying part of a tract
 called Troublesome Sub, lying and being in the County of said
 beginning for said part at a stone planted at the end of
 fifty two perches as the second line of a tract of land called
 High Bernice and running thence with said line uninclosed back
 twenty seven East forty six perches to a stone planted on the
 twenty first line of a tract of land called Carrolls Range
 and with said line as marked and bounded according
 five degrees for variation North eight degrees West fifty six
 perches to a stone at the end thence South eight degrees
 and three quarters degrees West twenty seven and a half perches
 to a stone, South eight degrees West forty six and a half perches to
 the place of beginning, containing twelve and a half
 acres of land, together with all the rights, profits, benefits
 privileges and advantages to the said tract or parcel of land
 belonging or in any wise appertaining, and all the estate right
 title, property, claim, interest and demand of her the said
 Hannah Oler of, in and to the same, To have and to hold the
 above described parcel of land with the premises and
 appurtenances unto the said Elizabeth Gouker and Hannah
 Gouker their heirs and assigns, to the only proper use benefit
 and behoof of them the said Elizabeth Gouker and Hannah
 Gouker their heirs and assigns forever, as tenants in common and
 for no other use, intent or purpose whatsoever, and the said
 Hannah Oler for herself, her heirs, executors and administrators
 each severally, grant, promise and agree to and with the said
 Elizabeth Gouker and Hannah Gouker their heirs and assigns
 that she the said Hannah Oler and her heirs the said tract or
 parcel of land with the premises and appurtenances unto
 the said Elizabeth Gouker and Hannah Gouker their heirs and
 assigns, as tenants in common against the said Hannah
 Oler and her heirs, and against all and every other person or
 persons lawfully claiming or hereafter lawfully to claim, by
 force or wrong or otherwise and with warrant and force
 defend by their heirs, In Witness whereof the said Hannah
 Oler hath hereunto set her hand and affixed her seal this day

Pr. Det.
1870

And year first written, written,
signed, sealed & delivered
in the presence of
John Baumgartner, George Peter, which is this manner is
Maryland, Frederick County, to wit. On the day of the date of the
written instrument of writing permanently affixed Hannah
also the party grantor within named herefrom the subscribers
two of the contents of the peace is and from cannot & acknow-
ledge the within and so instruments of writing to be her and
also, and the land and premises therein mentioned and thereby
bargained and sold to be the right and estate of the within named
Elizabeth Lander and Hannah Lander the party grantor, also therein
named this time and signs from as tenants in common
according to the true intent and meaning of said deed or in-
strument of writing and the acts of assembly in such case made as
provided, In witness whereof John Baumgartner, George Peter

John Baumgartner, George Peter
To the Request of George Steag the following
Dec 25th Nov. 1827

Dec 25th Nov. 1827
This Instrument made this twentieth day of December in the
year of our Lord one thousand eight hundred and twenty seven,
Between Michael Maughles and Ann Maria Maughles of
Frederick County in the State of Maryland of the one part, and George
Steag of the County and State aforesaid of the other part, Witnesseth
that the said Michael Maughles and Ann Maria Maughles for and in
consideration of the sum of sixteen hundred and no more current
money of the United States to them in hand paid by the said George
Steag before the sealing and delivery of these presents the contents
whereof they the said Michael Maughles and Ann Maria Maughles
do hereby acknowledge have granted, bargained, sold, aliened,
reposed, confirmed and by these presents do grant,
bargain, sell, alien, reposit and confirm unto the said George Steag
his heirs and assigns, all the following tract parts of tracts or
parcels of land situated lying and being in the County and State aforesaid
viz. part of a tract of land called "Millers Delight" part of a tract
of land called "Catch it if you can" part of a tract of land
called "Hagrest" part of a tract of land called "The
Bird in the Cage" part of a tract of land called "Lead
Bank" and also that tract of land called "The Wood in Arms"
beginning at the end of the sixth line of the first part of that
tract of land called "The Bird in the Cage" and
running thence west four hundred and thirty six degrees West sixty
degrees South twenty four degrees West twenty five degrees South
and six degrees West twenty five degrees South twenty seven degrees West
eighty degrees to the end of the fourth line of a tract of land called
"The Wood in Arms" thence with said fourth line North forty five
degrees East thirty two degrees to the end of the tenth line of
Hagrest

she within named Cornad Shaffer his heirs and assigns forever: and the said Mary Shaffer et al. Williams being by respectively examined apart & apart out of the hearing of her husband whether she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats or a ill usage by her husband or fear, his displeasure? acknowledges and declares that she doth make her acknowledgment of the same willingly & freely & without being induced thereto by fear or threats or a ill usage by her husband or fear or his displeasure. Taken & certified, the day & year above written JOHN SMITH, Justice of the Peace.

At the request of John Smith the following deed is recorded, 24th Oct. 1815. to wit: --

This Indenture made this fourteenth day of September in the year of our Lord one thousand eight hundred and sixteen between John Shelly of Frederick County and State of Maryland of the one part, and Hannah Ale of the same County and State of the other part Witnesseth that the said John Shelly for and in consideration of the sum of one thousand dollars current money to him in hand paid by the said Hannah Ale, the receipt whereof he doth hereby acknowledge, and himself therewith to be fully satisfied contented and quiet, hath given granted bargained sold released aliened conveyed confirmed, and by these presents doth give grant bargain sell release alien convey confirm unto the said Hannah Ale her heirs and assigns forever all the following described parcels of land situated in the County aforesaid, being part of a tract called "Fables and Job" beginning at a stone planted at the end of the second line of a tract of land called High Bernia and running thence with said line reversed South seventy degrees East sixty two perches to a stone planted on the twenty first line of a tract of land called Carrolls Range, and with said line, as marked and bounded allowing two degrees for variation North eight degrees West sixty six perches to a stone planted at the end of said line then South eighty two and three quarters degrees West ninety and a quarter perches to a rock South fifteen and a half degrees East twenty eight perches to a stone planted South eighty and a half degrees East thirty four perches to the place of beginning containing twenty four and one half acres of land, together with all rights profits benefits and advantages to the same, belonging or in any way appertaining. To have and to hold, the said parcel of land, with the appurtenances hereby bargained & sold unto the said Hannah Ale her heirs & assigns forever, and the said John Shelly for himself his heirs or assigns or administrators doth covenant grant promise & agree to and with the said Hannah Ale her heirs executors administrators and assigns forever that he the said John Shelly his heirs executors & administrators the said parcel of land with the appurtenances as aforesaid unto the said Hannah Ale her heirs & assigns as against him the said John Shelly his heirs executors & administrators as against all manner of persons lawfully claiming by from or under him or them the said John Shelly

(Shelly)

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shall and will warrant & forever defend by these presents. In witness whereof the said John Sheely hath hereunto set his hand & affixed his seal the day & year aforesaid. Signed, sealed & delivered in the presence of

Jos Sim Smith, Jacob Chabrough } John Sheely (Seal)

which was thus enclosed to wit: Frederick County Court. On the day of the date of the within instrument of writing personally appears the within named John Sheely, before us the subscribers Jus of the Justices of the Peace in and for said County and acknowledges the within deed & instrument of writing to be his act and deed and the land and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Hannah Clew also therein named her heirs and assigns forever according to the tenor, true intent and meaning of the said deed or instrument of writing and thereof of openly in such case made as provided. At the same time also personally appears Mary Sheely, before us Jus as aforesaid, and acknowledges the within deed & instrument of writing to be her act and deed and the land and premises therein mentioned and thereby bargained and sold to be the right and estate of the said Hannah Clew her heirs and assigns forever and the said Mary Sheely being by us severally examined apart from and out of the hearing of her husband & hand whether she doth make her acknowledgment of the same freely & willingly and without being induced thereto by fears threats or ill usage by her husband or fear of his displeasure, acknowledges that she doth make her acknowledgment of the same freely & willingly & without being induced thereto by fears threats or ill usage by her husband or fear of his displeasure. Taken & certified by Jos Sim Smith, Jacob Chabrough

Ex. & deed granted
 \$25 = Oct. 1816. & for paid.

Let the receipt of Charles Nicholas Claggett the following deed is recorded 25th Oct. 1816. to wit: --

This Indenture made this ninth day of August in the year of our Lord Eighteen hundred and sixteen between Thomas John Claggett of the one part and Charles Nicholas Claggett of the other part witnesseth that the said Thomas John Claggett for and in consideration of the sum of five dollars current money to him in hand paid the receipt whereof he doth hereby acknowledge hath bargained sold aliened and conveyed and by these presents doth bargain sell alien and convey unto the said Charles Nicholas Claggett his heirs and assigns all that parcel of land being part of a tract of land called Fertile meadow situate lying and being in Fred: County State of Maryland near the Maryland tract and included within the following courses (to wit) beginning at the end of the second original line of the said tract of land called Fertile meadow and running the courses and distances of the third fourth fifth & sixth original line of the said tract called Fertile meadow to the end of the sixth line and from thence to the beginning at the end of the second line of said tract

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& one half perches to a stone planted South seventy six
 one half degrees West nineteen & one half perches to a stone
 planted on the seventh line of part of the survey on a
 line Chance, conveyed by John Storm to Thomas Adams for
 one Acre then North nine perches to a stone planted North
 forty degrees West seventeen perches to a stone planted
 North eighteen degrees East nine & one fourth perches to a
 stone, North twenty nine & one fourth degrees West thirty
 two & three fourth perches to a marked Hickory tree North
 seventy six & three fourth degrees East twelve & one fourth
 perches to a stone formerly planted North seventy four and
 one fourth degrees East seven & three fourth perches to a stone
 planted for the end of twenty nine & one fourth perches on
 the third line of said land called Piney Grove then with
 said line as more surveyed with an allowance of one degree
 for variation North one degree West eighty nine & three fourth
 perches to a stone planted, then North twenty six & three
 fourth degrees East forty perches then with a straight line
 to the aforesaid Sapling tree containing forty seven &
 three fourth Acres of land, together with all & singular the
 buildings improvements woods ways waters water courses
 rights liberties Privileges hereditaments & appurtenances
 therunto belonging or in any wise appertaining, and the
 reversion & remainders rents issues & profits thereof & all
 the estate right title & interest whatsoever of her the said
 Catherine Wheel both at law & in equity of in to & out of
 the said tract or parcel of land and premises hereby be-
 -gained & sold or meant mentioned or intended hereby so
 to be & every or any part & parcel thereof. To have & to hold
 the said tract or parcels of land so as aforesaid described
 together with the buildings & appurtenances, & all and
 singular other the premises hereby bargained for or meant
 mentioned or intended hereby so to be & every part & parcel
 thereof with their & every of their appurtenances unto the
 said Benjamin Cress & Daniel Cress, their heirs & assigns
 forever & to & for no other use intent or purpose whatsoever
 And the said Catherine Wheel for herself her heirs executors and
 administrators doth hereby covenant grant promise & agree
 to & with the said Benjamin Cress & Daniel Cress their heirs execu-
 -tors administrators & assigns that for the said Catherine Wheel she
 heirs the said tract or parcels of land & premises hereby granted
 bargained & sold & every part & parcel thereof with the appurte-
 -nances therunto belonging to them the said Benjamin Cress
 (and)

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Daniel Cover as tenants in common & not as joint tenants their heirs & assigns against her the said Catherine Wivese their heirs & assigns all & every person or persons whatsoever claiming or to claim any right title or interest in & to the same or any part thereof shall & well hereafter warrant and forever defend by these presents. In Witness Whereof the said Catherine Wivese hath hereunto set her hand & affixed her seal the day & year herein before written. Signed sealed & delivered in the presence of

Jos Sim Smith, Benjamin Cover & Catherine ^{her} Wivese ^{mark} ~~(seal)~~
Which was thus enclosed to wit: Maryland, Frederick County to wit: On the day of the date of the within instrument of writing personally appears the within named Catherine Wivese before us the subscribers two of the justices of the peace in & for said County & acknowledges the within instrument of writing to be her act & deed, & the undivided third part of the land & premises therein mentioned to be the right & estate of the within named Benjamin Cover & Daniel Cover as tenants in common & not as joint tenants their heirs & assigns forever according to the purport true intent & meaning of said instrument of writing and the acts of Assembly in such case made & provided.

Witnessed & certified by Jos Sim Smith, Benjamin Cover

At the Request of John Pitto the following writ of Manumission is recorded 22nd July 1817. to wit:

State of Maryland, Frederick County set:

To all whom it may concern be it known that for due good causes & considerations me therunto moving I John Pitto of the County aforesaid do hereby manumit & declare free agreeably to the terms herein after specified my negro man Wye aged about thirty year viz: He shall commence free at the expiration of fourteen years from the 12th day of May last past, or on the 12th of May 1831 hereby declaring & acknowledging the said negro aforesaid free & forever discharged from all claim of service right or property whatsoever from me or any claiming under me my heirs executors administrators or assigns from & after the expiration of the date above mentioned. In testimony whereof I have hereunto set my hand & affixed my seal this 2^o day of July in the year of our Lord one thousand eight hundred & seventeen.

Belt Brashear, Jns. of the Peace

John Pitto (seal)

Which was thus enclosed to wit: Frederick County Court

Said Conrad Eberhart his heirs and assigns peace-
ably and quietly to have hold occupy possess and
enjoy all and singular the said premises above gran-
-ted and release and every part thereof with the
appurtenances and to receive and to take the rents
issues and profits thereof any contained to the
contrary notwithstanding. In Testimony whereof the
said Conrad Eberhart hath hereunto subscribed
his name and affixed his seal on the day and
year first above mentioned and written,
Signed sealed & Delivered

in the presence of
Fielder Israel, Danl Pendleton & Which was thus endorsed viz
State of Maryland City and County of Baltimore ss.
Be it remembered that on this eighteenth day of
October in the year of our Lord one thousand
eight hundred and twenty four personally appear-
-ed Conrad Eberhart the party grantor within
named before us the subscribers the Justices of the
peace of the State of Maryland in and for the
City of Baltimore aforesaid and acknowledges 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 Lewis Croft the party grantee therein
named his heirs and assigns forever according
to the true intent and meaning of the said deed
or instrument of writing and the acts of assem-
-bly in such case made and provided, Taken &
Certified the day year above written.

Fielder Israel, Danl Pendleton,
State of Maryland Baltimore City ss. I hereby
Certify that Fielder Israel and Daniel Pendleton
Gentlemen before whom the foregoing acknowledg-
-ment was made and who have therein subscribed
their names were at the time of so doing two
Justices of the peace in and for the City of
Baltimore duly Commissioned and sworn.
In Testimony whereof I have hereto set
my hand and affixed the seal of
my office this ninth day of March
in the year Eighteen Hundred and
twenty five, Wm Gibson CLK, Balto. County Court

Examined & delivered granted etc the Request of John Ohler the following
held the 11th day of May 1835 (date) is recorded April 9th 1835 viz
This Indenture made this sixth of April in the year
of our Lord one thousand eight hundred & twenty
five between Lawrence Ohler of Frederick County
in the State of Maryland of the one part and John
Ohler of the County and State aforesaid of the other
part witnesses that the said Lawrence Ohler for
and in consideration of the sum of eight hund-
-red and ten dollars current money of the
United States to him in hand paid by the said
John Ohler before the sealing and delivery of these
presents the receipt whereof he the said Lawrence
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Ohler doth acknowledge and from every part and parcel thereof doth hereby assign exonerate and discharge the said John Ohler his heirs executors and administrators he the said Laurence Ohler hath granted bargained sold aliened enfeoffed and confirmd and by these presents doth grant bargain sell alien enfeoff and confirm unto the said John Ohler his heirs and assigns all that tract or parcel of land called Miltons paradise situate lying and being in the County aforesaid beginning at the end of the third line of Miltons paradise & running thence with the fourth line thereof North sixty five degrees West one hundred & fifty nine perches then by and with the given line of said Miltons paradise South thirty six degrees West forty eight perches South one hundred & thirteen perches to intersect the right second line of a tract of land called Frenchmans purchase then by and with said line North sixty seven degrees East one hundred & ninety one perches to intersect the third line of said Miltons paradise then by and with said line to the beginning containing ninety acres of land more or less together with all and singular the buildings improvements woods ways waters water Courses rights liberties privileges hereditaments and appurtenances whatsoever therunto belonging or in any wise appertaining and the reversion and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of him the said Laurence Ohler both at law and in equity of in to and out of the said (tract or parcel of land) and premises hereby bargained and sold or meant mentioned or intended hereby do to be and every or any parts and parcels thereof To have and To hold the said (tract or parcel of land) so as aforesaid described or by whatsoever name the same may be called together with their and every of their appurtenances unto the said John Ohler his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Laurence Ohler for himself his heirs executors and administrators doth hereby covenants grant promise and agree to and with the said John Ohler his heirs executors and administrators or assigns that he the said Laurence Ohler and his heirs the said (tract or parcel of land) and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances therunto belonging to him the said John Ohler his heirs and assigns against him the said Laurence Ohler and his heirs and against all and every person or persons whatsoever claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrents and forever defend by these presents. In witness whereof the said Laurence Ohler

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Oler hath hereunto subscribed his name and affixed
 his seal the day and year first herein before written
 signed sealed & delivered ^{to} ^{his} ^{presence}
 in presence of ^{of} ^{Frederick} ^{County} ^{Maryland} ^{to} ^{wit} ^{that} ^{John} ^{Dones} ^{John} ^{Gillelen} ^{Sen} ^{Which} ^{is} ^{his} ^{endorsement} ^{by}
 Laurence Oler of Frederick County to wit, On this sixth day
 of April in the year of our Lord one thousand
 eight hundred and twenty five personally appears
 the party granted above named before us the subscribers
 two Justices of the peace and acknowledges the
 within deed or instrument of writing to be his
 act and deed and the lands and premises therein
 mentioned and thereby bargained and sold to be
 the right and estate of the within named John
 Oler party granted also therein named his heirs
 and assigns forever according to the purport true
 intent and meaning of the said deed or instru-
 ment of writing and the acts of Assembly in such case
 made and provided, acknowledged before, Tho. Dones, John Gillelen

At the Request of Col. John Thomas the
 following deed is recorded April 9th 1825 viz
 This indenture made this seventh day of April in the
 year of our Lord one thousand eight hundred
 and twenty five between Joseph M Palmer of Frederick
 County and State of Maryland of the one part
 and John Thomas of County and State of Maryland of
 the other part. Whereas by decree of Frederick County
 Court sitting as a Court of Equity bearing date
 the twenty sixth day of February Eighteen hundred
 and twenty one the above named Joseph M Palmer
 was appointed a trustee and authorized and
 empowered to sell and dispose of the real estate
 of Colmore Hittings late of Frederick County
 deceased that in pursuance of said decree the
 said Joseph M did on the twenty sixth day of
 September Eighteen hundred and twenty one sell and
 dispose of to the above named John Thomas two
 tracts of land lying and being in Frederick County
 aforesaid they being part of a tract of land called
 Merryland one of said tracts containing one hundred
 and fifteen acres the other seventy acres of land
 more or less the tract of seventy acres being
 subject to a life estate of Jane Hittings do and
 for the sum of six thousand one hundred and
 five dollars current money and whereas the
 purchase money for said tracts of land hath
 been fully paid and satisfied and the said
 Joseph is authorized by said decree to execute
 a conveyance for the same and to comply with
 the terms of said decree the said Joseph M Pal-
 mer hath agreed to execute these presents now
 this indenture witnesseth that the said Joseph M
 in consideration of the above recited premises
 and also of one dollar current money to him
 in hand paid the receipt whereof is hereby
 acknowledged

496) assigns forever. And the said Elizabeth Jacobs being by me privately examined apart from and out of the hearing of her husband "Whether she doth make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband or fear of his displeasure," acknowledges that she doth make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of or ill usage by her husband or fear of his displeasure

A. M. Shriver

At the request of Philip Peter Oler, John Mellday & Thomas Adams the following Agreement is recorded 25th June 1812, to wit:

Articles of agreement made and concluded upon this eleventh day of June in the year of our Lord one thousand eight hundred and twelve, between Philip Peter Oler, John Mellday and Thomas Adams, each of Frederick County and State of Maryland, as follows: Whereas the said Philip Peter Oler, John Mellday and Thomas Adams have lands adjoining each other situate in the County aforesaid; and a difference of opinion hath arisen respecting the location and termination of certain of the out lines of their said adjoining lands; and therefore, to prevent law suits, and all disputes whatsoever that now exist or might hereafter take place between them the said parties to these presents, or their heirs, concerning the location of their said adjoining lands, and that each of them may know in future where his land should be: They, the said Philip Peter Oler, John Mellday and Thomas Adams have mutually nominated, appointed and authorised, and by these presents, do nominate appoint and authorise John McKelb, Joseph Taney senior and John Woodrow, each of the County and state aforesaid, to survey, locate and bound the out lines of their said lands so far as they adjoin each other - And the said Philip Peter Oler, John Mellday and Thomas Adams do hereby agree for themselves and their heirs, executors and administrators, forever, to stand to and abide by the said lines, as they

shall be surveyed located and bounded by the afore- (1197)
said John M. Hale, Joseph Taney and John Woodrow and it
is further agreed by the said Philip Peter Oler, John Mellday
and Thomas Adams that this instrument of writing
together with the certificate (hereunto be annexed) of the
said John M. Hale, Joseph Taney and John Woodrow
shall be recorded amongst the land records of Frederick
County aforesaid, there to remain as evidence of their said
agreements, agreeably to the acts of Assembly in such
case made and provided. And for the performance
of all and every of the articles and agreements above
mentioned the said Philip Peter Oler, John Mellday
and Thomas Adams, do hereby bind themselves,
their heirs executors and administrators, each to the
other, his executors, administrators and assigns,
in the penal sum of one thousand dollars current
money of the United States of America, firmly by
these presents. In witness whereof the said parties
to these presents have herunto set their hands and
seals, the day and year above written

Signed sealed and delivered: Peter Oler — (Seal)
in the presence of }
John Galt }
Michael C. Warner }
his }
mark }
Thomas Adams — (Seal)

I agree to pay the cost of recording the above instrument
of writing
Peter Oler

In pursuance of the authority vested in us, by
Philip Peter Oler, John Mellday and Thomas Adams,
the parties to the agreement hereunto prefixed, we the
subscribers do hereby certify that we have surveyed,
located and bounded the following described lines, which
include all the land now held by the said Philip Peter
Oler, to which any of the lands of the said John Mellday &
Thomas Adams is now adjoining. Beginning for the
said lines at a bounded white oak, the beginning tree of a
tract of land called 'Piny Grove'; and running thence
with the first line thereof, as now surveyed with an
allowance of one degree for variation, South eight
degrees East forty nine perches to a stone now planted
for the end of said line, then South fifty seven and a
half degrees West fifty eight perches to a stone now
planted, South forty three degrees East fifteen
and a half perches to a stone now planted, South
seventy six and a half degrees West nineteen

498.) and a half perches to a stone now planted on the 7th line of part of "The Resurvey on Owings Chance." conveyed by John Housh to Thomas Adams for 51 acres, then North nine perches to a stone now planted, North forty degrees West seventeen perches to a stone now planted, North eighteen degrees East nine and a quarter perches to a stone now planted, North twenty nine and a quarter degrees West thirty two and three quarters perches to a marked hickory tree, North seventy six and three quarters degrees East twelve and a quarter perches to a stone formerly planted, North seventy four and a quarter degrees East seven and three quarters perches to a stone now planted for the end of 29³/₄ perches on the third line of said land called "Piny Grove," then with said line, as now surveyed with an allowance of one degree for variation, North one degree West eighty nine and three quarters perches to a stone now planted, then North seventy six and three quarters degrees East forty perches to a stone now planted, then South twenty three degrees East sixty nine perches to the aforesaid beginning tree. Given under our hands and seals this 13th day of June 1812.

John McKillip seal


Joseph Taney seal

John Woodrow seal

At the request of Nicholas Morshon & Henry Shinner the following Agreement is recorded
25th June 1812, to wit;

Frederick County State of Maryland. We the subscribers having lands adjoining each other, and being desirous to establish the following out lines of the same as they were surveyed and bounded by John Woodrow deputy surveyor some time in the year eighteen hundred and seven and recorded by agreement of the parties interested among the land records of Frederick County. Beginning for the said lines at a stone planted at the end of four hundred and eight and a half perches on the given line of that part of the Resurvey on Brothers Agreement formerly belonging to Basil Brooke, and running thence as surveyed and bounded by agreement as aforesaid, 157 & 62¹/₂.

One hundred and fifty dollars it was this Indenture Witnesseth that to the said John Tract for and in consideration of and hundred and fifty dollars to him in hand paid by the said Henry Swope before the sealing and delivery hath granted, bargained and sold to the said Henry Swope all his claim to the said Legacy of ninety pounds as above described and all his right and title to that part of his Fathers Real Estate made liable for the payment of said Legacy as provided in his will, with power to sue for demand and recover all the right he hath to said Legacy or the land made liable for the payment of the same as fully as he himself could do, warranting and defending the said Legacy to him the said Henry Swope free from all incumbrances and the land made liable for the payment of the same to him the said Henry Swope his heirs and assigns forever to have and to hold all his right to such part of the real Estate of his Father as is made liable for the said payment of the Legacy as aforesaid - In Witness whereof the said John Tract hath hereunto set his hand and affixed his seal on the date first above written signed sealed and delivered in presence of


 John Tract

Ande Shriver, Christian Bower, which was then endorsed (to wit,

State of Maryland, Fred County to wit, On the date of the within instrument of writing) appears John Tract the grantor before us two of the Justices of the peace for said County and acknowledges the same to be his act and deed, and the legacy therein mentioned and thereby intended to be conveyed, and the Land made liable for the payment of the same to be the right and estate of said Henry Swopes his heirs and assigns forever. - Ande Shriver acknowledged before and certified by - Christian Bower

Ex's date: Granted under the request of John Adlesperger the following Deed
 paid March 21st 1825 is recorded July 22nd 1823 - viz.

This Indenture made this eleventh day of April, in the year of our Lord one thousand eight hundred and twenty three, Betwixt, Hannah Ohler, of Frederick County in the State of Maryland of the one part and John Adlesperger Senior of the same County and State of the other part, Witnesseth that the said Hannah Ohler - for and in consideration of the sum of two hundred and forty dollars current money, to her in hand paid by the said John Adlesperger Senior before the sealing and delivery of these presents, the receipt whereof the said Hannah Ohler, doth hereby acknowledge, and herself therewith, to be fully satisfied, contented and paid hath granted, bargained, and sold, aliened, conveyed, and confirmed, and by these presents doth grant bargain and sell alien convey and confer unto the said John Adlesperger Senior, his heirs and assigns for ever all that piece or parcel of land being part of a tract called Troublesome Lot lying and being in Frederick County aforesaid, Beginning for the said part at a Stone planted at the end of the second line of a tract of land called High Barnica and running thence with said line reversed South

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Twenty degrees, East Sixteen perches to a stone, North eight degrees, East forty six and a half perches to a stone planted at the end of twenty seven, and a half perches on the third line of the Deed from Thomas Adams, to John Shely, and with it South Eighty two and three quarters degrees, West sixty two and three quarters perches to a stone, South fifteen and a half degrees, East twenty eight perches to a stone, South eight and a half degrees, East thirty four perches to the place of Beginning containing twelve acres of land, Together with all the rights profits, benefits, and advantages to the said bargained piece or parcel of land belonging or in-joyed appertaining and all the estate right title property, claim interest and demands of the said Hannah Old of us and to the same, To have and to hold the same piece or parcel of land, with the premises and appurtenances unto him the said John Adlesperger Junior his heirs and assigns to the only proper use benefit and behoof of him the said John Adlesperger Junior his heirs and assigns for ever, and for no other use intent or purpose whatsoever and the said Hannah Old for herself her heirs executors and administrators doth covenant and agree to and with the said John Adlesperger Junior his heirs and assigns that the said Hannah Old - and her heirs the said piece or parcel of land with the premises and appurtenances unto him the said John Adlesperger his heirs and assigns forever, against her the said Hannah Old and her heirs and against all and every other person or persons lawfully claiming or hereafter lawfully to claim, by fraud or under color thereof, shall and will warrant and forever defend by these presents.

In Witness whereof the said Hannah Old - hath hereunto set her hand and affixed her Seal the day and year first within written
 Signed sealed and delivered in the presence of } Hannah ^{her} Old, ^{Seal}
 John Romgardner, George Peters } which was thus endorsed (to wit)

Merriam Frederick County, to wit, On the day of the date of the within instrument of writing personally appears Hannah Old, the party grantor within named before us the subscribers two of the Justices of the peace in and for said County and acknowledge the within deed or instrument of writing to be her act and deed and the land the premises therein mentioned and thereby bargained and sold, to be the right and estate of the within named John Adlesperger Junior the party granted also therein named his heirs and assigns for ever according to the tenor true intent and meaning of the said deed or instrument of writing, and the acts of a Assembly in such case made and provided

To Have and Confirmed by John Romgardner
 George Peters

At the request of George Leard and George Rohr the following mortgage is recorded July 29th 1823 - viz
 This Indenture, made this sixteenth day of April, in the year one thousand eight hundred and twenty three, Between John Nichodamus of Merriam County in the State of Pennsylvania, of the one part, and George Leard and George Rohr of Frederick County and State of Maryland of the other part, Where as the said George Leard and George Rohr, have become Special bail for the said John Nichodamus in a suit instituted in the Merriam County Court at the instance of Jacob and Charles Baltzell Merchants of the City of Baltimore on a Promissory Note, held by the said Jacob and Charles Baltzell against the said John Nichodamus and Nathaniel Wilson and whereas the said John Nichodamus to save them the said George Leard and George Rohr harmless and free from all risk in having become his Special Bail as aforesaid, and free from all responsibility or risk which they may thereby incur