

George Witman & George M. Eichelberger (his security) to Mary Oberholtz of Adams Co. Fred. Co.

Land Record 55 23

Signed sealed and delivered

Claudius Dinnall (Seal)

in the presence Jos. Penn. Philip Smith, which was then endorsed to wit State of Maryland Frederick County, et.

Elizabeth Dinnall (Seal)

On the third day of October 1825 came the within named Claudius and Elizabeth Dinnall before us the subscribers two of the justices of the peace for the county aforesaid and acknowledged the within instrument of writing to be their act and deed and the land and premises within described to be the right title and estate of the within named Samuel D. Mayfield his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of assembly in such cases made and provided.

Acknowledged before

Jos. Penn Philip Smith

Examined & Delivered 14th Aug^r 1826

At the request of G. M. Eichelberger the following Mortgage was recorded 22nd Nov^r 1825, to wit,

Paid

This Indenture made the fifth day of November in the year of our Lord one thousand eight hundred and twenty five between George Witman of Frederick County, in the State of Maryland of the one part, and George M. Eichelberger of the County and State aforesaid of the other part, whereas the said George Witman and the said George M. Eichelberger as his security, by two several obligations duly executed stand bound in one of said obligations which bears date the sixth day of April eighteen hundred and twenty one and payable to Mary Oberholtz of Adams county, Pennsylvania, in the sum of three hundred dollars current money with int and in the other of said obligations which bears date the eleventh day of April eighteen hundred and twenty five and is payable with interest to Daniel Kane of the County of Frederick aforesaid, in the sum of sixty dollars; the former of which said obligations became due and payable in one year after its date, and the latter in six months after its date -

Now this Indenture witnesseth that the said George Witman for indemnification of the said George M. Eichelberger in the premises, as also in consideration of the sum of five dollars current money to him in hand paid at and before the sealing and delivery of these presents the receipt whereof

The said George Mitman doth hereby acknowledge
 hath granted bargained released and confirmed, and
 by these presents doth grant bargain sell release
 and confirm unto the said George M Eichelberger
 his heirs and assigns all that tract or parcel of
 land on which the said George Mitman now
 resides being part of the original tracts "John
 Child" the survey or "John Child and Caroline"
 and the same that was conveyed by William
 Shields to Peter Walfe and from the said Peter
 Walfe to the said George Mitman reference being
 had to the records will at large appear containing
 fifty six and a half acres of land. To have and
 to hold the said parcel of land with the appurten-
 ances to the said George M Eichelberger his heirs
 and assigns to the only proper use and behoof of
 him the said George M Eichelberger his heirs and
 assigns forever. Provided always and it is the true
 intent and meaning of these presents and the
 parties thereto that if the said George Mitman
 his heirs executors and administrators do and shall
 well and truly save indemnify and keep harmless
 the said George M Eichelberger his heirs executors
 and administrators of and from all and every
 claim that may or shall arise in consequence
 of his the said George M Eichelberger being security
 as of record for the said George Mitman to the
 said Mary Overhatts and the said David Vane
 then these presents and every matter and thing
 therein contained shall cease and be utterly null
 and void any thing herein contained to the con-
 trary in any wise notwithstanding And the
 said George Mitman for himself his heirs executors
 and administrators doth covenant and agree
 to and with the said George M Eichelberger his
 heirs executors and administrators in manner
 and form following, that is to say, that he
 the said George Mitman his heirs executors
 or administrators or some of them shall and
 will well and truly indemnify and keep
 harmless the said George M Eichelberger his
 heirs executors and administrators of and
 from all and every claim and of and from
 all costs that may arise in consequence of
 any suit at law that may

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hereafter be prosecuted against him the said George M. Eichelberger or against his executors and Administrators in consequence of his being security as aforesaid for him the said George Wittman to the said Mary overhally and to the said Daniel Kane. And also that the granted and released premises now are and at all times after default shall remain and continue free and discharged of and from all manner of former and other gifts grants leases and sales Mortgages Judgments Charges and incumbrances whatsoever hitherto made committed done or suffered by him the said George Wittman and that the said George M. Eichelberger his heirs and assigns shall and may from time to time and at all times after default shall happen peaceably and quietly have hold occupy possess and enjoy all and singular the premises with the appurtenances and every part and parcel thereof without the let hindrance or denial of him the said George Wittman his heirs and assigns or of any other person or persons lawfully claiming or to claim by from or under him or them or any of them And further that he the said George Wittman his heirs and assigns and all other persons having or lawfully claiming any estate right title or interest of or in the hereby granted and released premises or any part thereof shall and will at any time or times after such default made as aforesaid make and execute do and suffer all such further and other acts matters things duties and performances in the law whatsoever for the further and better conveying and assigning of all and singular the premises with the appurtenances as hereby granted to the said George M. Eichelberger by him and assigns forever absolutely free and discharged of and from the proviso or condition herein before contained and of and from all equity of redemption by virtue or colour thereof according to the true intent and meaning of these presents as by the said George M. Eichelber his heirs or assigns or by or their counsel learned in the law shall be reasonably advised advised or required. And lastly it is covenanted and agreed on by and between the parties to these presents that until default be made by the said

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Above Instrument of writing to be their act and deed & the half lot or portion of ground and premises therein mentioned and thereby bargained and sold to be the right and Estate of the within named Peter Young party grantee also therein named his heirs and assigns forever according to the purport true intent and meaning of the said instrument of writing and the acts of assembly in such case made and provided ~~and~~ the said Sarah Gysinger wife as aforesaid being also by us privately examined apart from and out of the hearing of her husband acknowledges that she doth make her acknowledgement 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 Taken and certified the day and year above written

Lewis Greager, Andrew Smith,

At the Request of George Witman the Following order of Sale is recorded January 9th 1821 to wit:

Know all men by these presents that I Joseph Sherer of Frederick County State of Maryland for and in consideration of the sum of seventy six Dollars & fifty cents current money to me in hand paid by George Witman of the same County the receipt whereof I the said Joseph Sherer do hereby acknowledge have granted bargained and sold and by these presents do grant bargain and sell unto the said George Witman his Executors administrators and assigns all the chattels goods household stuff implements and furniture herein after particularly mentioned that is to say, one cow, one small shoot one Walnut Bureau six Windsor chairs, one case of drawers three tables, one Iron kettle, one Iron pot, one kitchen dresser, two chests, two Bedsteads, two beds, and bed clothes two axes one small four Iron wedges, one shovel, one wash tub one pickling tub one ten plate stove and pipe two iron pans, one looking glass, one copper kettle and one copper Tea kettle all and singular which said goods and chattels are now remaining standing and being in a certain messuage or tenement situate in the County aforesaid and now in the occupation of the said Joseph Sherer To have and to hold all and singular the said goods household stuff and furniture and other the premises above bargained and sold or mentioned or intended so to be to the said George Witman his Executors administrators and assigns forever and I the said Joseph Sherer for myself my

Living

New records and administrators all and regular record
 goods and shall into the said George William his Executors
 administrators and agents against me the said Joseph Thayer
 my Executors administrators and agents all and every other
 person and persons whatsoever shall and will rearward and
 forward defend by their Executors of all and singular which and
 goods and chattels of the said Joseph Thayer have put the said
 George William in full possession by delivering to him the said
 George William one acre of the aforesaid and delivery of three
 acres in the name of the estate premises hereby bargained
 and sold or mentioned or intended so to be into him the said
 George William as aforesaid in witness whereof the said
 Joseph Thayer have hereunto set my hand and affixed my seal
 the sixth day of January eighteen hundred and twenty one
 signed sealed and delivered
 in presence of
 Joseph Thayer
 Joseph Thayer

State of Maryland, County of Prince Georges, this 21st day of
 January 1821 appeared Joseph Thayer before the Subscribing
 Justice of the Peace in and for said County and acknowledged
 the within instrument of writing to be his act and deed
 according to the tenor hereof and manifesting himself
 and the act of aforesaid in such case made and provided
 subject to be signed before the said Justice

The said instrument made this 9th day of January eighteen hundred
 and twenty one between George Smith of the County of Prince Georges
 in the State of Maryland of the one part and Henry Thayer
 of the County and State aforesaid of the other part whereas the
 said Justice Thayer by bill of sale regularly recorded
 bearing date on or about the sixth day of January eighteen
 hundred and twenty one conveyed to the said George Smith
 certain property as by references to said bill of sale will more
 fully appear and whereas also the said Henry Thayer hath
 been paid & satisfied to the said George Smith the amount
 for which said property was conveyed: Now this instrument
 written with intent that for and in consideration of the sum
 two and the sum of one dollar current money to him the said
 George Smith in hand paid by the said Henry Thayer the
 receipt whereof is hereby acknowledged shall given granted
 bargained sold and released and by these presents doth
 give Grant bargain sell release with the said Henry Thayer
 his heirs and assigns the following property to wit one
 acre five furlongs and four thirds three eighths

Land Record
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Of May in the year of our Lord one thousand eight hundred and twenty six personally appears Jacob Leatherman being the grantor named in the above instrument before us the subscribers two Justices of the peace in and for the County of Frederick and acknowledges the above 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 widow named John Shindler party granted also therein named his heirs and assigns forever according to the purpose true intent and meaning of the said instrument of writing and the acts of Openly in such case made and provided, And at the same time also personally appears Susannah Lea formerly wife of said Jacob Leatherman before us two Justices of the peace as aforesaid and acknowledges the said deed or instrument of writing to be her act and deed and the lands and premises therein mentioned to be the right and estate of the widow named John Shindler his heirs and assigns forever and the said Susannah Leatherman being also by us privately examined apart from and out of the hearing of her husband acknowledges that she doth make her acknowledgment of the same willingly and freely & without being undressed threats by fear or threats of a ill usage by her husband or fear of his displeasure Taken & Certified the day year above written, Rufus M. Haley, Jos. Magrath

At the Request of William Jordan the following deed is recorded September 25th 1826 viz

This Indenture made the thirty first day of August in the year of our Lord one thousand eight hundred and twenty six by and between George Witman of Frederick County in the State of Maryland of the one part, and William Jordan of the same County and State of the other part. Witnesseth that the said George Witman for and in consideration of the sum of fourteen hundred dollars current money to him in hand paid at and before the making and delivery of these presents the receipt whereof the said George Witman doth hereby acknowledge and himself to be therein fully satisfied & paid hath granted bargained and sold and by these presents doth grant bargain sell convey confirm and confirm unto the said William Jordan his heirs and assigns and the heirs following described parcels of land situated in Frederick County aforesaid being a tract of land called "Johns Child" part of the "Resurvey of Johns Child" and part of a tract called "Carolina" beginning for the same lines in crossing said parcels of land to a heap of stones and running thence North westerly sixty seven West eighty and one half perches to a Hickory South fifty nine and a half acres West one hundred and forty seven and a half perches to a heap of stones by a Black Oak South eighty eight and a half acres East forty perches to a heap of stones South eighty seven West fifty two and a quarter perches to stones

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26 Acres North County and agrees East and hundred and six
perches to staves North fifty three and a half agrees East sixteen
perches to staves North County and agrees East three and three
quarters perches to the beginning containing fifty six and
a half acres of land together with all rights profits & advantages
thereunto belonging or in any wise appertaining To Haas and
To Haas all and singular the said tract or three parcels of land
with their appertinances unto him the said William Jordan
his heirs and assigns and to and for his and their only proper
use and behoof forever and to and for no other use intend
or purpose whatsoever, And the said George Witman doth
hereby for himself and his heirs covenant and agree to and
with the said William Jordan his heirs and assigns that
he the said George Witman and his heirs the aforesaid tract of
land or parts of tracts of land with the appertinances unto
the said William Jordan his heirs and assigns shall not need warrant
and force defend by third persons from and against all and
every manner of person or persons claiming or that may hereafter
claim any right or title to the same or to any part or parcel thereof
In testimony whereof the said George Witman has hereunto
set his hand and affixed his seal this day & year first above written
Signed sealed & delivered

George Witman

in presence of
William Mooney, Robt. Anan Which is thus endorsed viz
State of Maryland Frederick County Dist. on the 31st day of
August in the year of our Lord one thousand eight hundred
and twenty six before us the subscribers Justices of the Peace in
and for said County personally appeared George Witman the party
granted named in the within instrument of writing & acknowledges
the same to be his act and deed and the land and premises therein
conveyed meant or intended so to be to be the right property &
estate of the within named granted William Jordan his heirs
and assigns forever agreeably to the purport true intent
and meaning of said instrument and the acts of Assembly
in such case made and provided, At some time also appears
Elizabeth Wife of the said George Witman and relinquishes
her right of dower of in and to the said described tract or parts
of tracts of land and being by us examined separate and apart
from and out of the hearing of her said husband declared
that she relinquished her right of her own free will and accord
and without being induced thereto by threats of ill usage by
her said husband or the awful fear of his displeasure,
Acknowledged before William Mooney, Robt. Anan

1826
Paid This Indenture made this seventh day of April in the year
of our Lord one thousand eight hundred and twenty six

At the Request of William Simpson the following
was recorded September 26th 1826 viz
between

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