

C. C. Ferguson, Edmund D. Story, James N. Williams & Edwin D. Perry, as well as others
 by the said executed to and for the said John H. Story, Esq. and the said John H. Story,
 C. C. Ferguson, Edmund D. Story, James N. Williams for themselves, their heirs, Executors
 and administrators, do hereby Covenant & agree with the said Edwin D. Perry, his
 heirs, Executors & administrators and assigns, that they will by their persons
 warrants and power defend the said rights, titles and interest, in & to the tract
 or parcel of Land aforesaid, against the claims or demand of all & every other
 person or persons whatsoever. In Witness whereof they have hereunto set their hands
 & affixed their seals the day & year first above written.

Deposited, sealed and delivered
 In presence of

John E. Lyon
 C. C. Ferguson
 Edmund D. Story
 James N. Williams

Seal
 Seal
 Seal
 Seal

Emmingsburg County, In the Clerk's Office, September the 30th 1817.
 This Deed of Bargain & Sale from John E. Lyon, C. C. Ferguson, Edmund D. Story and James
 N. Williams to Edwin D. Perry, was this day received & acknowledged by the said
 John E. Lyon, C. C. Ferguson, Edmund D. Story and James N. Williams to be their
 act & deed & admitted to record - A Stamp of the Seal of the U. S. to
 the amount of fifty Cents being affixed thereto & duly (Consent.)
 Given, James W. Taylor, C. C.

Whereas W^m D. Shanks a Commissioner appointed for that purpose on the 23^d of June 1853,
 acting under a decree of the Circuit Court of Emmingsburg took the Homestead tract of
 land containing 123 1/2 acres, of land to John M. Hurley for of 1800. redeeming the
 title to the same under the purchase money then paid & whereas all the purchase money
 was paid, and whereas John M. Hurley, did by a certain Deed of Trust bearing date
 the 31st of February 1854, convey the within said land to Edward W. Edwards as trustee, a certain tract of
 land known as the Homestead containing 154 acres, a tract of land known as the
 Hurley tract containing 253 acres, and a tract of land known as the Old Dick's
 tract, containing about 200 acres, all of the said lands lying in the County of
 Emmingsburg, in the Northern River & in the Seaboard & Roanoke rail roads.
 In trust to secure Edward W. Edwards & John M. Hurley from all loss and
 damage by reason of their suretyships to a certain bond in the penalty of \$4000 -
 which the said John M. Hurley executed with E. W. Edwards & John M. Hurley
 his sureties, executed no obtaining a supersedeas to a decree of the Circuit
 Court of Emmingsburg found the Court of appeals in the case of Little vs. Hurley, and
 whereas the judgment of the Circuit of Emmingsburg was affirmed, whereby the
 said John M. Hurley & Edward W. Edwards & John M. Hurley became
 liable to pay the amount thereof, about \$3300, and whereas the said of the
 said Court, was divided by the said Court. It was agreed by Reddick
 Executor of Little that if Edward W. Edwards & John M. Hurley would so
 provide that the property remaining & conveyed by the said Deed of Trust should
 be sold no or before the 1st of January 1858, and realized 50 per cent of
 the amount due on the said judgment then Reddick Executor of Little would
 release the said E. W. Edwards & John M. Hurley from further liability,
 on account of the said suretyships, which agreement was made on the
 19th of August 1857, and whereas subsequently to acts, on the 19th of