Josias Bowen of Benjamin or the Survivor of them their heirs or assigns on the Twenty first day of July next ensuing the date hereof or at some short and Convenient time thereafter and after reasonable public notice thereof by advertisement in two or more of the newspapers of the city of Baltimore set up Expose for sale and sell for Cash to the highest and best bidder the said lot or parcel of Ground in said in part recited Mortgage and this Indenture mentioned and the same so sold to Convey and assure and out of the money arising from the said Sale to pay all Costs charges and Expences incurred in the execution of this Trust and for drawing and Recording this Indenture also to retain in their Hands as Executors of the said Josias Bowen deceased the said sum of two hundred and fourteen pounds one shilling and five pence Current money with interest thereon from the seventh day of November Seventeen hundred and ninety Eight till the day ~~the day~~ of Sale aforesaid it being the balance now due on said Mortgage also to pay unto James Edwards of the City of Baltimore Merchant the full and Just sum of twenty Eight pounds Current money with legal interest thereon from the Eighteenth day of May seventeen hundred and ninety Eight till the day of Sale - and the Balance thereof if any after the payments and deductions aforesaid to pay over unto the said James Smith his Executors administrators or assigns as the case may be the said James Smith for himself his heirs and assigns hereby ratifying and confirming all that shall be lawfully done in virtue of these presents - But it is hereby further provided consented to and agreed by and between the respective parties hereto that if the said James Smith his heirs Executors administrators or assigns do and shall at any time hereafter previous to the actual sale of the said lot or parcel of Ground & premises either pay or tender in Payment to the person or persons having right to receive the same - the said Costs Charges and Expences and the several sums of Money with interest thereon as herein before mentioned and expressed - then and in such case the aforegoing Trust shall

shall cease and this present Indenture as also the Indenture of Mortgage herein before in part recited and every Article clause and thing therein contained shall be void and of no Effect, any thing herein before expressed to the Contrary Notwithstanding and the said James Smith In Witness thereof hath hereunto set his hands and seals on the day and year first before mentioned

Signed sealed & Delivered in the presence of N. Brice, John Oldham } James Smith (Seal)

Baltimore County ss. On the 21st day of January 1799 received the sum of five pounds Current money the Consideration money within mentioned of Josias Bowen of Benjamin and Sarah Bowen

Test

Baltimore County ss. be it remembered that on the 21st day of January seventeen hundred and ninety nine the aforementioned James Smith of the City of Baltimore Butcher personally appeared before us the undersigned two of the Justices of the peace for said County and acknowledged the aforegoing instrument of Writing to be his act and deed to and for the intent and Purposes therein mentioned according to the form of the act of Assembly in such case made and provided

Acknowledged before & Certified by us Geo Gould Presbury, J Smith

Received to be Recorded the 8th day of June 1799 same day Recorded and Examined per Wm Gibson Clk

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Andrew James } This Indenture made this 12th day of April in the
to } year seventeen hundred & ninety nine Between Andrew
Adam Welsh } James of the City of Baltimore in the state of Maryland
assignee } of the one part and Adam Welsh of the Same place of the other part Whereas John Murphy by his Indenture of Assignment bearing date the ninth day of February in the year aforesaid for the Consideration therein mentioned did Bargain sell Assign Transfer & set over unto Andrew James & his assigns all that part of a lot of Ground No. Forty nine situate in Baltimore Beginning for the same at the end of a thirty feet South from the north west Corner of that part of said lot leased to Christopher Hughes thence running east thirty feet thence South Binding on lot No. fifty three, ten feet then west thirty feet to the east side of a street laid out twenty feet wide and then north binding on said street to the Beginning with the improvements, Subject to the proviso therein mentioned to be

(Void)