244) and Assigns as also the said forty six Acres of Land and Premises and all other the Appurtenances hereby bargained and Sold or intended to be hereby conveyed as aforesaid with all and singuler the Premises with their Appurtenances and every Part and Parcel thereof clear and free of and from all Bargains Sales and other Incumbrances whatsoever had made or done at any Time before the ensealing and Delivery of these Presents by him the Said James Cadle or any other Person or Persons whatsoever and also the said James Cadle his Heirs Exrs Admrs and every of them shall and will from Time to Time and at all Times when thereunto required make do acknowledge suffer and Execute all and every such further Act and Thing & Things Assurance and assurances in the Law whatsoever as by the Said John Gafsaway his Heirs or Assigns or his or their Council Learned in the Laws shall be reasonably Devised advised or required for the further and better Assurance and surmaking of all the aforesaid Land and Premises before mentioned unto the above named John Gafsaway his Heirs and Assigns for ever and the said John Gafsaway his Heirs and Assigns for ever shall and may for ever peaceably and quietly have hold use occupy possess and enjoy all the said forty six Acres of Land and Premises without any Let Hindrance Trouble or Disturbance of any Person or Persons whatsoever And also That the said James Cadle his Heirs and Assigns shall and will at all Times hereafter Warrant and Defend the said Land and Premises unto the said John Gafsaway his Heirs and Assigns for ever against all Persons whatsoever In Witness whereof the Party first to these Presents has fixed his Hand and Seal the Day and Year first above written

Signed Sealed and Delivered
in the Presence of Us
Henry Hall
Chas Griffith

James Cadle (Seal)

On the Back of the aforegoing Deed was thereon indorsed Viz.t Received the Day and Year within written of and from the within named John Gafsaway full Satisfaction for the Sum of thirty six Pounds Sterling being the Consideration Money within mentioned I say received

£ Sterling 36.0.0

Wittnes Henry Hall
Chas Griffith

Pme James Cadle

January the 26th 1742 Then came the within named James Cadle and Frances his Wife before Us the Subscribers two of his Lordships Justices of the Peace for Ann Arundel County and acknowledged the within written Deed to be their own Act and Deed and that the within granted forty six Acres of Land and Premises are the Proper Right and Estate of the within named John Gafsaway his Heirs and Assigns for ever

245) according to the true Intent and meaning of the written Deed and that the said Frances Cadle Wife to the aforesaid James before the making such Acknowledgment being privately examined declared that She did it freely and willingly without any Threats ill Usage Compulsion or Fear of her said Husband acknowledged before Us the Subscribers the Day and Year first above written

Henry Hall
Chas Griffith

Rec.d of Mr. John Gafsaway one Shilling and nine pence three Farthings Sterling for his Lordship's Use Being the alienation Fine on the within mentioned forty six Acres of Land By Virtue Commission from Benj.a Tasker Esq.r his said Lordships agent and Receiver General

Pr Th: Dorsey

10.B. Recorded Feb.y the 16.th 1742

This Indenture made the twenty seventh Day of November in the Year of our Lord God one thousand seven hundred and forty two Between Lance Todd of Ann Arundel County in the Province of Maryland Planter of the one Part and Jonas Smart of the County and Province aforesaid Planter of the other Part Witnesseth That the said Lance Todd for and in the Consideration of the sum of eleven pound Sterling Money of Great Britain to him in Hand paid by the said Jonas Smart before the ensealing and Delivery of these Presents the Receipt whereof he doth hereby acknowledge and discharge the said Jonas Smart him his Heirs and Assigns and every of them for ever by these Presents Hath given granted bargained Sold enfeoffed and confirmed and by these Presents Doth fully clearly and absolutely give grant bargain Sell alien enfeoff and confirm unto the said Jonas Smart his Heirs and Assigns for ever All that Parcel of a Tract of Land called Rebeccah Lott lying on the South side of the Main Falls of Patapsco River and in the aforesaid County of Ann Arundel Beginning at a bounded white Oak standing on the Side of a small Hill and on the West side of a main Road the said Tree is the beginning Tree of the East Course of Rebeccah Lott and running thence from the said Tree South nine Degrees West one hundred and thirty six Perches to intersect with the North seventy eight Degrees and forty five Minutes West Line of Rebeccah Lott then with the said Line North seventy eight Degrees forty five Minutes West nineteen Perches to Freeborn's Line then with the said Line North ten Degrees East twenty eight Perches to a bounded white Oak of the said Freeborns standing in a small Savarmak then North seventy seven Degrees West twenty five Perches then North six Degrees West forty five Perches to a bounded white Oak then with a Streight Line to the first Beginning Tree containing and laid out for fifty Acres of Land more or less To have and to hold the said Parcel of Land with all and singuler the Appurtenances unto him the said Jonas Smart his Heirs and Assigns for ever and the said Lance Todd Doth for himself his Heirs Exrs and Administrators covenant promise grant and agree to and with the said Jonas Smart him his Heirs and Assigns the aforebargained Land and Premises with all and singuler the Appurtenances to warrant and Defend to the said Jonas Smart him his Heirs and Assigns against and from any manner of Person or Persons whatsoever that shall or may Claim or by any manner of Right Title or Interest to the said fifty Acres of Land being part of Rebeccah Lot or any part or Parcell thereof from by or under the said Lance Todd him his Heirs & Assigns or (other