And by these Presents Doth Give Grant Alien Bargain Sell Enfeoffe and Confirm unto the above named John Gassaway his heirs and assigns for ever all that Tract or Parcel of Land formerly Surveyed for one Thomas Howell and Called or known by the name of Howell lying on the West Side of Chesepeak Bay near a Bay Called the Three Island Bay upon a Branch of the said Bay Called Road River Beginning at the mouth of a Branch of the said River Called Howells Branch at a marked Pine Tree and Running thence East and by North One hundred Perches unto a marked Oak to the head of a Creek bounding on the North with the said Line and Creek on the East and South with the said Bay on the West with the said River containing One hundred Acres more or less together with all Rights Profits Benefits and Privileges thereunto belonging unto him the said John Gassaway his heirs and assigns forever And the said Thomas Rutland Doth for himself his heirs Executors and Administrators Promise and agree to and with the said John Gassaway his heirs and assigns that he the said Thomas Rutland shall and will at all times hereafter Exonerate acquit and Discharge or otherwise save and keep harmless as well the said John Gassaway his Heirs and assigns as also the said One hundred Acres of Land and Premisses and all other the appurtenances hereby Bargained and Sold or Intended to be hereby Conveyed as aforesaid with all and Singular the Premisses with their appurtenances and every part and Parcel thereof, Clear and free of and from all former 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 Thomas Rutland or any other Person or Persons whatsoever, and also the said Thomas Rutland his Heirs Exors and Admors 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 acts thing and things assurance and assurances in the Law whatsoever as by the said John Gassaway his Heirs and assigns or his or their Council Learned in the Law shall be reasonably devised advised or required for the further and better assurance and sure making of all the above said Land and Premisses before mentioned unto the above named John Gassaway his heirs and assigns forever, And that the said John Gassaway his heirs and assigns shall and may forever hereafter peaceably and Quietly Have Hold use Occupy and Enjoy and Posses all the above said one hundred acres of Land and Premisses with all and every the appurtenances and every part and Parcel thereof without any let Suit Trouble or Disturbance of any Person or Persons whatsoever And Lastly that the said Thomas Rutland his Heirs and assigns shall and will at all times hereafter Warrant and Defend the said Land and Premisses unto the said John Gassaway his Heirs and assigns for ever against all Persons whatsoever In Witness whereof the Partie first to these presents hath set his hand and fixed his Seal the Day and Year first above written

Thos Rutland (Seal)

Signed Sealed & Delivered
in the presence of
Chas Griffith
Wm Chapman Junr

On the Back of the aforegoing Deed was then Endorst Viz. Receed the Day and Year within written of and from the within named John Gassaway full Satisfaction for the sum of one

(hund)

hundred and Twenty pounds Sterling being the Consideration money within mentioned I say

Received
Witness Chas Griffith. } me
Wm Chapman Junr

Thos Rutland

September the 10th 1744. Then came the within named Thos Rutland and Elizabeth his Wife before us the Subscribers Two of his Lordships Justices of the Peace for Ann Arundell County and acknowledged the within Written Deed to be their own act and Deed and the within granted Land and Premisses are the Proper Right and Estate of the within named John Gassaway his heirs and assigns forever according to the true intent and meaning of the within Written Deed, and that the said Elizabeth Wife of the aft. Thomas 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

Chas Griffith

Wm Chapman Junr

Recd Sept. the 13th 1744. of Mr John Gassaway Two Shillings Sterling for his Lordships use (it being the Alienation on the within mentioned one hundred Acres of Land) by Virtue of a Commission from Benjamin Tasker Esqr his said Lordships Agent and Receiver General

Rich. Dorsey

94 Recorded the 15th Sept 1744

Exd

This Indenture made the Tenth Day of September Anno Domi one Thousand Seven hund and forty four Between Thomas Rutland of Ann Arundell County in the Province of Maryland Planter of the one part and John Gassaway of the County and Province aft. Gent. of the other part Witnesseth that the said Thomas Rutland for a Valuable Consideration to him in hand paid, as also for and in Consideration of the Yearly Rents and Covenants hereby Reserved and for other good Causes and Considerations him thereunto moving Hath Demised Set and to farm Letten and by these Presents Doth Demise set and to farm Let unto the said John Gassaway his heirs and assigns all that Tract or Parcel of Land Called Linthicums Lott Lying and being Scituate on West River in the County aft. Containing Twenty Acres also fourteen Acres of Land Part of a Tract of Land Called Hedge Park To Have and to Hold all and Singular the said Lands Premisses and appurtenances unto him the said John Gassaway his heirs and assigns for and during the Term of the Natural Life of the said Thomas Rutland Yielding and paying therefore unto the said Thomas Rutland Yearly and every Year upon the Tenth Day of November the sum of one penny Current money as an acknowledgement Together with all the Rights Benefits & Privileges which the said Thomas Rutland hath unto the said Lands mentioned and Comprised in an Article of Agreement Between the said Thomas Rutland and Francis Linthicum of the aft. County bearing Date the ninth Day of April in the Year of our Lord one Thousand Seven

(hund)