Zachariah Phelps of Annarundel County and Province afs. of the other Part Witnesseth that he the said Zachariah Cheney for and in Consideration of two Thousand Pounds of Sound Merchantable leaf Tobacco to him in hand paid before the Sealing and Delivery of these Presents the receipt whereof hereby doth Confess and of all and every part thereof doth Acquit Exonerate and Discharge him the said Zachariah Phelps his Heirs Executors and Administrators for ever hath Bargained and Sold Aliened Infeoffed Ratified Confirmed and made over and by these Presents Doth Give Grant and Bargain Sell Alien Infeoff Ratify Confirm and make over unto him the said Zachariah Phelps his Heirs Executors Administrators and Assigns for ever Sixty Acres of Land being part of a Tract of Land lying in Ann Arundel County lying on the North side of a branch running into Flat Creek originally Granted to a certain Richard Cheney of Ann Arundel County Deceased known and called by the Name of Cheneys Rest Containing One Hundred and Eighty Acres as by Letters Patents Granted the said Cheney bearing date sixteen hundred sixty three To have and to hold and Quietly Possess the afs. Sixty Acres of Land with all and singular the Advantages Improvements Houses Buildings and Conveniencies thereunto belonging or in any wise Appertaining unto him the said Zachariah Phelps his Heirs and Assigns for ever from him the said Zachariah Cheney his Heirs Executors Admrs. or any other Person by him or them and he the said Zachariah Cheney Covenants and Agrees to and with him the said Zachariah Phelps his Heirs and Assigns that he the said Zachariah Cheney his Heirs Executors and Admrs. the afs. Sixty Acres of Land shall and will Warrant and for ever Defend from him the said Zachariah Cheney his Heirs Exrs. or Admrs. or any Person under them and further he the said Zachariah Cheney Covenants and Agrees to and with him the said Phelps his Heirs and Assigns that he the said Zachariah Cheney his Heirs Exrs. and Admrs. shall and will at any time hereafter make do and acknowledge any other Act or Acts Deed or Deeds in the Law at the reasonable request and charge of him the said Zachariah Phelps his Heirs or Assigns for the further and absolute ascertaining over the afs. Sixty Acres of Land unto him the said Zachariah Phelps his Heirs and Assigns for ever according to the true intent and meaning of this Deed In Witness whereof he hath hereunto set his hand and Affixed his Seal the Day and Year above written

Zachariah his mark Cheney (Seal)

Signed Sealed and Delivered in Presence of Us.

Jno. Brice

Benj. Beall

On the back of the foregoing Deed was thus Indorsed Viz.

Rec.d the Sum of two Thousand Pounds of Tobacco of and from the within named Zachariah Phelps in full for the Consideration Money within mentioned as Witness my hand this twenty sixth Day of February Anno Dom. 1754

Zach.a his mark Cheney

Witness Jno. Brice

Benj. Beall

On the 26th of February 1754 The within named Zachariah Cheney acknowledged the within

524 Instrument of Writing to be his Act and Deed and the Land and Premises therein mentioned to be the Right and Estate of the within named Zachariah Phelps his Heirs and Assigns for ever according to the directions of the Act of Assembly in that Case made and provided

Recorded 26th February 1754

John Brice

paid Ann Arund.l County ss March 7th 1754 I hereby Certify that John Adams brought before me the subscriber one of his Lordships Justices for the afs. County and took up according to Law a small

(Dark)



Dark bay Mare not branded or Docked both hind feet white a Star in her forehead and a small snip on Nose she has no other Remarkable flesh marks about her

Recorded 12th March 1754

Henry Hall Jun.r

Vide Mortgage to which the following Release belongs Recorded heretofore in Lib.r R.B. No. 2 fol. 399 & 400 viz.

Rec.d the Nineteenth day of April 1753 of Eliz.a Fendry full satisfaction for the within Land and Premises and do hereby Release and Quit any Claim Right or Title thereto but that the same is the Right and Estate of the said Elizabeth Fendry her Heirs and Assigns for ever given from under my hand and seal the Day and Year above written

Nich. Maccubbin (Seal)

1 Witness Harrison Lane

Robt. Norris

Recorded 13th March 1754

This Indenture made this ninth Day of March in the Year of our Lord seventeen hundred fifty and four Between Zachariah Barlow of Ann Arundel County in the Province of Maryland Planter of the one Part and John Dorsey son of Edward Dorsey of the same County and Province afs. Gent. of the other Part Witnesseth that the said Zachariah Barlow for and in Consideration of the Sum of fifty Pounds Sterling to him in hand paid by the said John Dorsey the receipt whereof he doth hereby acknowledge and therefrom doth Acquit and Discharge the said John Dorsey Hath given bargained Sold and confirmed as by these Presents he doth for himself and his Heirs give Bargain Sell and confirm unto him the said John Dorsey and his Heirs All that part of a Tract of Land Granted unto James Barlow deceased the tenth day of June seventeen hundred and six by the Name of half Prone and by the last Will and Testament of the said James Barlow the said Zachariah Barlow became Intitled to the said part bounded as following Beginning at the end of One Hundred Seventy and four Perches in the West North West line of the said half Prone and running thence West North West fifty eight Perches to the Beginning of Maccullums part & Patuxent River then down and bounding on the said River until a line drawn North North East will strike the Beginning place 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 singular the Appurtenances thereunto belonging unto him the said John Dorsey his Heirs and Assigns for ever to the only proper use and behoof of him the said John Dorsey his Heirs and Assigns for ever And the said Zachariah Barlow doth hereby for himself and his Heirs Covenant Promise and Agree to and with the said John Dorsey his Heirs and Assigns that he the said Zachariah Barlow his Heirs and Assigns shall and will from time to time and at all times hereafter for ever Warrant and Defend the said Parcel of Land and Appurtenances thereunto belonging unto him the said John Dorsey his Heirs & Assigns for ever against all manner of Persons whatsoever that shall or may Claim any manner of Right Title or Interest to the said parcel of Land or any part or parcel thereof from by or under him the said Zachariah Barlow his Heirs or Assigns or either of them and against all Claims of Rent the Quit Rents growing due to the Lord Proprietary freely paid and Acquitted In Witness whereof the said Parties have hereunto set their Hands and Seals the Day and Year first above written

Signed Sealed and Delivered in Presence of Us

Alex.r Offerfield

Henry Howard

Zachariah his mark B Barlow (Seal)

On the back of the foregoing Deed was thus Indorsed Viz.

1754 March ye 11th Received of John Dorsey Son of Edward Dorsey the Sum of fifty Pounds Sterling the Consideration Money within mentioned

Zach.a his mark B Barlow

Witness John Ashman

John Howard

1754 March ye 11th Then Came before Us the Subscribers two of his Lordships Justices of the County Court Zachariah Barlow and Acknowledged the within Deed according to Law and at the same time came Mary the Wife of the said Zachariah Barlow and being privately examined out

(of)