use and uses against him the said Joshua Warfield and his Heirs and all and every other Person or Persons Lawfully claiming by from or under him the said Joshua Warfield shall and will Warrant and for ever defend by these Presents And the said Joshua Warfield further Covenants to and with the said Philip Hammond that he the said Joshua Warfield and his Heirs shall and will at the reasonable request and at the Cost and charge of the said Philip Hammond or his Heirs further do or suffer to be done any other Lawfull Act or Acts thing or things Device or Devices for the better surety and more sure making of the said Land and Premises unto the said Philip Hammond his Heirs or Assigns as by the said Philip Hammond or his Heirs or his or their Council learned in the Law shall be reasonably devised Advised or required In Witness whereof the Party first above named hath hereunto set his hand and Affixed his Seal the Day and Year first above Written

Signed Sealed and Delivered in the Presence of Us Henry Howard — Joshua Warfield (Seal)

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

January 10th 1757 Then Received of Philip Hammond the Just Sum of five Pounds Sterling Money being the Consideration Money mentioned in the within Deed

Test. Henry Howard — Joshua Warfield

January 10th 1757 Then Came before us two of his Lordships Justices of Ann. Co. County the within named Joshua Warfield and Acknowledged the within Indenture to be his Act and Deed and the Land and Premises therein mentioned to be the right and Estate of the within named Ury Shipley his Heirs and Assigns forever And at the same time came Rachel the Wife of the said Joshua Warfield who being privately Examined out of the hearing of her said Husband freely Acknowledged that she gave up all her Right and Title of Dowry to the within mentioned Land and Premises to the said Philip Hammond his Heirs and Assigns for ever without any threats or fear of the Displeasure of her said Husband Taken and Acknowledged before us the Day and Year above said — Henry Howard — Ephraim Howard

Received of Mr. Philip Hammond One shilling and an half penny Sterling for his Lordships use (it being the Alienation fine on the within mentioned Twenty six Acres of Land) by Virtue of a Commission from Edward Lloyd Esq. his Lordships Agent and Receiver General Recorded June 17th 1757 — Richd. Dorsey

This Indenture made this Tenth Day of January in the Year of our Lord one Thousand Seven hundred fifty and Seven Between Ury Shipley of Ann. Co. County Planter of the one part and Philip Hammond of the County aforesaid Merchant on the other part Witnesseth that the said Ury Shipley for and in Consideration of the sum of twenty Pounds Sterling Money hath given granted bargained Sold Aliened Enfeoffed and Confirmed

(and)

and by these Presents doth give grant bargain sell alien Enfeoff and Confirm unto him the said Philip Hammond his Heirs and Assigns for ever all that Tract or parcel of Land called Birchelow Forest lying in the County aforesaid on the west side of middle River containing forty six Acres more or less as by the Certificate thereof dated the sixth Day of March one Thousand Seven hundred forty and there duly Recorded more fully appears together with all and singular the Premises and Appurtenances thereunto belonging To have and to hold the before mentioned parcel of Land with all and every the Premises and Appurtenances unto the same belonging unto him the said Philip Hammond his Heirs and Assigns for ever to the only proper use and behoof of him the said Philip Hammond his Heirs and Assigns for ever And the said Ury Shipley doth hereby Covenant and grant to and with the said Philip Hammond that he the said Ury Shipley and his Heirs the said parcel of Land with the Premises and Appurtenances unto the same belonging unto him the said Philip Hammond his Heirs and Assigns for ever from and against him the said Ury and his Heirs & from and against all manner of Persons whatsoever shall and will Warrant and for ever hereafter Defend by these Presents And that on the request of the said Philip Hammond or his Heirs he will make do or suffer to be done any other reasonable act or Acts or thing or things whatever for the better Surety & sure making of the said Land and Premises unto him the said Philip Hammond his Heirs and Assigns for ever as by him or them shall be Devised Advised or required In Witness whereof he the Party first above named hath hereto set his hand and Affixed his Seal the Day and Year above written

Signed Sealed and Delivered in the Presence of Us — Henry Howard — Ephraim Howard — Ury Shipley (Seal)

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

January 10th 1757 Received of Philip Hammond twenty Pounds Sterling being the Consideration within mentioned — £20..0..0 — Ury Shipley

Test. Henry Howard

January 10th 1757 Then Ury Shipley Acknowledged the within Instrument as his Act and Deed and the Land and Premises therein Contained to be the right and Estate of the within named Philip Hammond his Heirs and Assigns forever according to the true intent and meaning of the same Deed and the Act of Assembly in such Cases made and provided And at the same time Ruth the Wife of the said Ury being privately examined out of the hearing of her said Husband Declared that she freely and willingly gave up all her right title and Interest of in and to the Land and Premises within mentioned unto him the said Philip Hammond his Heirs and Assigns without any fear of the Threats or Displeasure of her said Husband before us the Subscribers two of his Lordships Justices for Ann. Co. County the Day and Year above Written — Henry Howard — Ephraim Howard

Received of Mr. Philip Hammond One shilling and ten pence half penny Sterling for his Lordships use (it being the Alienation fine on the within mentioned forty six Acres of Land) by Virtue of a Commission from Edwd. Lloyd Esq. his Lordships Agent and Receiver General — Richd. Dorsey

Recorded June 17th 1757