760 Heirs and Exrs aforesd that he the said Philip shall and will pay or cause to be paid the aforesd Sum of Sixty Eight pounds one Shilling and three pence Sterling with the legal Interest thereof aforesd and the Charge of this Mortgage aforesd at or upon the time aforesd expressed unto him the said John Hammond his heirs Exrs & Admrs aforesd In Testimony whereof he the said Philip hath hereunto set his Hand & Seal the day and Year first above Written

Signed Sealed and delivered in the Presence of: — Philip Sewel Seal

Wm Gaither
Ann Westfold

On the back of the aforegoing Mortgage was thus Indorsed Viz.t

Rec.d this Sixth day of December Seventeen hundred and Sixty two the Sum of Sixty Eight pounds one Shilling and three pence Sterling being the Consideration Money within Mentioned

Philip Sewell

Recd by me
Test Wm Gaither Ann Westfold.

Dec.r 8th 1762 Then Came Philip Sewel Party to the within Deed and Acknowledged the Same to be his Act & Deed and the Premises real and personal within mentioned namely the Land with its Appurtenances &c and the Negro Slaves and their Increase to be the right and lawful Estate & Property of the within named John Hammond his heirs and Assigns according to the true Intent and Meaning of the within Deed & of the Act of Assembly in such case made & Provided Acknowledged before me the Subscriber one of his Lordships Justices of the Provincial Court the day and Year above Written

Geo: Stewart

Recorded Dec.r 8th 1762

760 Bond

This Indenture made this Sixth day of December in the Year of our Lord Seventeen Hundred and Sixty two Between William Gaither of Ann Arundel County Gent.r of the one part and John Hammond Barrister at Law and Philip Hammond Gent.r Each of the County aforesd of the other part Witnesseth that the said William Gaither for and in Consideration that the said John and Philip Hammond have at his Instance and request become Special Bail for him the said William in a Provincial Action prosecuted against him by a certain Leonard Anderson for the use of a certain James Digney on his the said William Gaithers Bond or Obligation to the said Leonard dated the twenty first Day of March Anno Seventeen Hundred and sixty and conditioned for the Payment of two hundred Pounds Curr.t money on or before the Seventeenth day of Dec.r in the Year Seventeen hundred and Sixty one (as reference unto the same and the Records of the Provincial Court of the Province of Maryland being had may appear) and also for the further Consideration of the Sum of five Shillings Currency to him the said William Gaither in hand paid and truly paid by the said John & Philip Hammond the receipt whereof the said William doth hereby acknowledge and therefrom and therefrom absolutely and freely acquit and discharge the said John and Philip Hammond and each of them and their respective Heirs Executors Admrs & Assigns every of them He the said William Gaither hath Granted Bargained and Sold Aliened Enfeoffed remised released conveyed and confirmed and doth hereby for himself his Heirs & Exrs grant Bargain and sell alien enfeoff remise release convey and confirm unto the said John and Philip Hammond (to be held in Common of the same and not Jointenants with right of Survivorship between them) and their and each of their respective Heirs Exrs Admrs and Assigns All that Plantation Tract or Parcel of Land lying and being in the County aforesd & late devised or bequeathed unto him the said William by his Brother Samuel Gaither of the City of Annapolis late deceased with the Appurtenances Rents and Improvements of every sort thereon Also his the said William Gaithers Water Mill situate in the aforesd County on the North side of Severn River on a Branch called Cypress Breach Together with the Condemned Land belonging thereunto and the Outhouses and Edifices Erected on the same and all and singular the Mills Utensils whatever and every other matter and Convenience

(after Warranty)

761 Appertaining unto the said Saw and Grist Mills and purchased then & since used thereith or Intended for the same Likewise his the said William's Equity of Redemption of all Lands and Negroes of the Lands and Premises with their Appurtenances and Improvements Lately Mortgaged by him the said William unto the Estate of a certain Philip Hammond Esq.r late deceased (as by reference unto the said Deed of Mortgage being had & recorded in the Provincial Land Records Libr. T.B. No.4 fol.s 316 317 318 319 & 320 may more fully and at large Appear) and the following Negro Slaves & their & every of their Increase Viz.t One Negro Man named Crop, one Negro Wench named Moll one Negro Boy named Simon and one Negro Boy named Moses and all and Singular the Premises both real and personal aforesd & above Specified or hereby intended so to be To Have and to Hold the said Plantation Tract or Parcel of Land with its Appurtenances and Improvements thereon aforesd late devised him by his Brother Samuel aforesd as also the Water Mill and Condemned Land belonging thereunto & the Houses and Improvements on the same with all & every of the Utensils and Conveniences of the Saw & Grist Mills aforesd Together with all & singular the said William Gaithers Equity of Redemption of the said Premises & Appurtenances late Mortgaged as aforesd by the Estate of Philip Hammond Esq.r of the Negro Slaves named Crop, Moll, Simon & Moses and their and every of their Increase aforesd unto John and Philip Hammond aforesd (being Tenants in Common of this same aforesd) and their & each of their Heirs Exrs Admrs and Assigns to and for each of their Sole use and purposes and to and for no other whatsoever With all the Estate Right Title Interest Possession Property Claim and demand whatsoever of him the said William Gaither Gent.r and to the Premises real or Personal aforesd and all & each of the Appurtenances profits and Issues of the same and every of them and the said William Gaither doth hereby for himself his Heirs Executors &c Covenant and grant to and with the said John and Philip Hammond and each of them and their Heirs &c that he the said William & his Heirs &c the aforesd Premises real and Personal above Specified with all and every of their Appurtenances Members Rights Issues and Profits &c unto the said John and Philip Hammond & each of them and their respective Heirs &c from and against him the said William and his Heirs Exrs and all persons whatsoever claiming or to Claim the same shall and will Warrant and forever defend by these presents and Moreover that he the said William is now sole and Lawful Owner of the aforementioned Premises &c and that he hath not at any time previous to the Execution of this present Instrument of Writing done Committed or Suffered to be done any act or thing whereby the Premises aforesd may or shall be in any wise Encumbered Forfeited or Impaired to the Prejudice of the other parties to these presents and further that he the said William and his Heirs &c shall and will at the reasonable Requests of the said John and Philip Hammond & their Heirs &c do or Suffer to be done hereafter any other Act or thing and will Execute and Acknowledge any other Deed or form of Writing for the better Surety and Assurance of the Premises real and Personal aforesd unto John & Philip Hammond aforesd and their Heirs &c as shall by them of the said William & his Heirs be advised or required Provided always and it is the true Intent and Meaning of these Presents that if the said William shall within a reasonable time from the date hereof duly acquit or Clearly discharge or otherwise save harmless & Indemnify the said John & Philip Hammond in Quality of Special Bail for him in the Suit or Action aforesd prosecuted against him or in any other Manner legally and Effectually absolve them the said Parties their Lands and Tenements Goods and Chattels from the Condemnation of the said Court in his Cause aforesd and also if the said William do and shall well and truly pay to the said John & Philip Hammond their Exrs &c the Consideration Money above mentioned with the Cost and Charge of Writing and Recording this Deed then this same to be void and of

Effect