the true intent and meaning thereof and of the Act of Assembly in such Case

493 made and provided ——

Acknowledged before & Certified by

Elja Robosson

Th Watkins Junr

Recorded the 25th June 1774 ——

Gd Mary Marriott — } to
Wm & Sarah Yeldhall }

This Indenture

made this Twenty third Day of June in the year of our Lord Seventeen Hundred and Seventy four — — Between Mary Marriott of Ann Arundel County Widdow and Relict of Augustine Marriott of the — County the Aforesaid late deceased of the One part and Sarah Yeldhall ~~and William Yeldhall~~ and William Yeldhall her Husband of the said County of the Other part: — Whereas the said Augustine Marriott did by his last Will and Testament bearing Date the third Day of January Dom: 1771 and duly proved and Recorded in the Prerogative Office for Probate of Wills in this Province (as Reference thereunto being had, may appear) Devise "and bequeath his Dwelling Plantation, whereon he then lived and known and Called by the name of Part of Brooksbey's Point, unto his loving Wife, Mary Marriott aſd for and During the Term of her Natural Life; and upon her Decease to be equally Divided between his Two Daughters Namely Sarah Yeldhall and Mary Sewel and to be the Right and Estate of them and their Heirs and Assigns forever:" and Whereas the said Mary Marriott thro' the Affection which she Beareth to her said Daughter Sarah Yeldhall is Desirous to invest her said Daughter Sarah and her Husband William Yeldhall aſd with all her Right, Title, Interest Property and Estate of in and to One half Part or Moiety of the Aforesaid Parcel of Land Called Brooksbyes Point aſd with its Appurtenances and whereof the said Mary Mary Marriott is and now Stands Seized and

Estated

494 Estated in and under the Will and Testament of her Husband aſd in Manner & Form as aforesaid Now Therefore this Indenture Witnesseth That the said Mary Marriott for and in Consideration of the Premises and the Good and valuable Consideration of Five Shillings Currency to her in hand being well and truly paid by the Aforesaid Sarah and Wm Yeldhall at and upon the Ensealing and Delivery of these presents the Receipt whereof she Doth hereby Acknowledge, and therewith confess herself fully content and Satisfied she the ſd Mary Marriott hath Granted bargained and Sold Aliened enfeoffed — Confirmed and Conveyed, and doth by these Presents for herself and her Heirs Grant Bargain and Sell Alien, enfeoff, convey & Confirm unto the Aforesaid Sarah Yeldhall and William Yeldhall their Heirs and Assigns forever, all her the said Mary Marriott's Right Title Interest and Estate Property, Possession Claim and Demand whatsoever, which she now hath or ought to have, of in and to One half part or Moiety of the Aforesd Parcell of Land — Devised and bequeathed unto her by her Husband as aſd and known and Called by the name above Mentioned To have and to hold the aſd One half Part or Moiety of the Parcell of Land in Manner and Form as aſd bequeathed by said Augustine Marriott, to his Wife as Aforesaid unto them the said Sarah — Yeldhall and William Yeldhall their Heirs and Assigns forever to and for their only Sole and proper Use and Behoof and for none other whatsoever And the said Mary Marriott doth hereby Covenant and Grant that she the said Mary and her Heirs the aſd One half Part or Moiety of the land aſd with its Appurtenances Devised and bequeathed unto her as aſd unto them unto them the said Sarah Yeldhall & William Yeldhall and to each and both of them and their Heirs from and Against herself and Heirs, and all manner of Persons Claiming, or who may Claim by from or under her and her Heirs Shall and will forever hereafter Warrant and Defend, by these Presents; And that she the said Mary Marriott and her Heirs shall and will Execute and Acknowledge any other or further Deed (Containing like Warranty and Covenants;) for the Better Surety and Conveyance of the Premises with their Appurtenances aſd as may