Morgan Jones to Francis Scrivener

This Indenture made this Second Day of March in the Year of our Lord one thousand Seven hundred and Seventy nine Between Morgan Jones of Ann Arundel County in the Province of Maryland of the one part and Francis Scrivener of the Same County and Province of the other part Witnesseth that the Said Morgan Jones standing Legally seized and entitled of and in part of a Certain Tract or Parcel of Land called Carter Burnett lying in the County aforesaid for and in Consideration of the Sum of Twelve hundred and fifty pounds to him in hand paid before the Ensealing and Delivery of these Presents the Receipt whereof the Said Morgan Jones doth hereby acknowledge and therewith fully satisfied Contented and paid of all and every part thereof doth Exonerate acquit and discharge the Said Francis Scrivener his Executors and Admrs forever hath given granted bid Aliened enfeoffed Conveyed Released Remitted Ratified Confirmd and made over and in order to make unto him the said Francis Scrivener an Absolute Indefeasable Estate of Inheritance Doth give Grant Sell Alien enfeoff Convey Remise Release, Ratify Confirm and make over unto him the Said Francis Scrivener in his peaceable Possession and Seizin thereof now being all that Tract or parcel of Land called Carter Burnett aforesaid bounded as follows Viz. Beginning at a Locust post standing Near to high Water Mark and being the South Westermost Boundary of Colonel Samuel Chews Carter Burnett Bay side Line then Running with the Said Chews Land South Eighty Seven Degrees West two hundred and Ninety four Perches to a Stone being a Boundary of said Chews Land thence South four Degrees West fifty eight Perches till it Intersects the Line of Richard William Wells now the property of Francis Scrivener thence with the said one hundred and Seventy Perches thence South Forty Seven Perches thence North Eighty one Degrees East one hundred and Sixteen Perches to the Bay side about Six Feet to the North of a Ditch thence with a Streight Line to the Beginning Containing one hundred and Twenty five acres more or Less together with all and Singular the Timber and Timber Trees Houses Buildings Fences Pastures Gardens Commons Rents Services Issues Emoluments Cultivations and Improvements thereon or thereunto Belonging or in any wise appertaining To Have and to Hold the said one hundred and Twenty five acres of Land Premises and appurtenances and every part of the same to him the said Francis Scrivener his Heirs and Assigns forever to the only Proper use and Behoofe of him the said Francis Scrivener his Heirs and Assigns forever and to no other use Intent or purpose whatsoever and the Reversion or Reversions Remainder or Remainders of all and Singular the Premises and appurtenances and every part of the same to be Held of the Chief Lord or Lords of the Fee or Fees thereof by the Rents and services thereof due and of Right Accustomed and the said Morgan Jones for Himself his Heirs Executors and Administrators doth Hereby Covenant Promise grant and agree to and with the said Francis Scrivener his Heirs and Assigns that the said Morgan Jones his Heirs Exors and Administrators the said one hundred and Twenty

(five)

five acres of Land Premises and appurtenances and every part thereof to the said Francis Scrivener his heirs and Assigns shall and will forever hereafter Indemnify and save Harmless and from all other and Former Gifts Grants Bargains sales Jointures Dowers Tithes of Dowers Estate Entails Statutes Judgments and Recognizances Rent Charges and Arrearages of Rents the Rents and Services becoming due to the Chief Lord or Lords of the Fee or Fees only thereof Excepted and foreprized and of and from all other Claims Intanglements and Incumbrances whatsoever and that the said Morgan Jones his heirs Executors and Administrators and every of them the Land Premises and appertenances and every part thereof to him the said Francis Scrivener his heirs and Assigns shall and will forever warrant and Defend from and Against every Person or Persons Claiming any Right Title or Interest thereon or thereto and that the said Morgan Jones his Heirs Executors and Administrators and every of them shall and will at any Time hereafter so it be at the proper Cost and Charges in the Law of him the said Francis Scrivener his heirs and Assigns make do Execute and Suffer all and every such further and other Act and Acts Deed and Deeds thing and things Conveyance and Conveyances or other Assurances in the Law whatsoever for the better and more perfect Establishment of the Land and Premises to him the said Francis Scrivener his heirs and Assigns forever which by his or their Counsell learned in the Law shall be Reasonably Devised advised or Required In Witness whereof the said Morgan Jones hath hereunto set his Hand and Seal the Day and Year above Written

Signed Sealed and Delivered in the Presence of — the word part of in the Fourth Line being first interlined

Morgan Jones (Seal)

Richd Harwood Junr.

Samt Harrison Junr.

On the back of the aforegoing was thus Endorsed Viz.

March 2. 1779 Then Received of Francis Scrivener the within Mentioned Sum of twelve hundred and fifty Pounds being the Consideration Money within Expressed Recd by me

Morgan Jones

Testa

Richd Harwood Jnr.

Samt Harrison Junr.

Ann Arundel County Ss March 2. 1779 Came Morgan Jones and Priscilla Jones and acknowledged the property Claim Title Interest and Demand of in and to the said one hundred and twenty five acres of Land with the appurtenances to be within the within Named Francis Scrivener his Heirs and Assigns forever and the said Priscilla Jones being by us Privately Examined out of the Hearing of her said Husband did Declare that she made the above acknowledgment Willingly and Freely and without being Indured thereto by Fears or threats of or Ill usage by her Husband or fear of his Displeasure before us —

Richd Harwood Junr

Samt Harrison Junr