in witness whereof I have hereunto sett my hand & Seale the Sixth day of October anno Regni Regis Caroli Secundi nunc angl: &c: vicesimo nono Annoq: Domini 1677

John Rogers

Sealed & Delivered in the psence of

Thomas ⊤ mark Daniel
Geo: Tyte

Aplt the 30th 1673

Then did Thomas Daniell one of the Evidences to this Lre of attorney appear before us & Testifie upon his Oath that this was John Rogers his act & deed

George Wells
Henry Haslewood

did: upon oath:

This Indenture made this thirtieth day of Aprill in the fourth year of the Dominion of the Rt Honble Charles absolute Lord & proprietary of the province of Maryland & Avalon Lord Baron of Baltemore &c: and in the year of our Lord God one Thousand Six hundred seaventy & Eight Betweene Joseph Sanders of the City of Bristoll merch: attorney of John Rogers of the same City merch: of the one part and Miles Gibson of the County of Baltemore planter in the province of Maryland on the other part Witnesseth that whereas the Ld Honble Cecilius Lord Baltemore by his Deed of grant under his great Seale used in this province for granting of Lands bearing Date at St Maryes the first day May in the fortieth year of his Dominion over the said province of Maryland annoq: Dni One Thousand six hundred Seventy & Two did for the Consideration therein mentioned grant unto John Desjardinos by the name of John Desjardines Gentleman to him his hrs & ass for ever all that parcell of Land Called Port Royall Lyeing in Chesepeake Bay & on ye Westerne side the said bay in the County of Baltemore & in a Creek in the said Bay Called Rumley Creek beginning at a marked Red Oake standing with in a point by the side of a marsh and running along the said marsh East Southerly Sixty four perches unto a marked mullberry tree standing by the side of the said marsh bounding on the said mullberry Tree & running along ye sd marsh East & North East Easterly Twenty perches unto a marked black wallnutt standing upon a point at the mouth of a little Creek Called Port Royall Creek bounding on the said wallnutt by a Line drawn North North East upp along the sd Creek Eighty two perches bounding on the said North North East line & running along West north west Eighty Two perches bounding on the said West North West by a line drawn South South wesft & unto the first bounded Tree Containing & laid out for fifty acres more or less Together wth all rights benefitts & profitts thereunto belonging (Royal mines Excepted) To have and To hold the same unto him the said Desjardinos his hrs & ass for ever under such Rents Covenants Condicons Limitacons & Exceptions as in & by the said Deed of grant relacon being thereunto had more at large appeareth wch sd Land hath since come into the hands of the sd John Rogers as by a Deed of Conveyance from the said John Desjardinos & standing upon Record in the said County appeareth Now This Indenture witnesseth that ye sd John Rogers by vertue of a Lre of attorney from under his hand & Seal from the said City of Bristoll bearing Date the Sixth day of October anno Regni Regis Caroli secundi angl: &c: Vicesimo Nono Annoq: Dmi one Thousand Six hundred Seventy & Seven did give unto him the said Joseph Sanders good power & Lawfull authority to make Sale of & Convey the Said Land for a valuable Consideracon to him in hand well & truely paid by the said Miles Gibson before the Sealing & Delivery of these psents whereof & wherewth the said Joseph Sanders attorney afsd doth acknowledge himself fully satisfied contented & paid & thereof & of every part & parcell thereof doth clearly acegnit & discharge the said Miles Gibson his hrs Exrs & admrs by these psents hath granted bargained & sold & by these psents doth fully Clearly & absolutely Grant alien bargain Sell enfeoff bargain & Confirm unto the said Miles Gibson his hrs Exrs & admrs all the sd fifty acres of Land above mentioned together wth all houses & buildings (Stock of Hoggs) and the Reversion & reversions Remainder & remainders of all & singular the before hereby granted or mentioned to bee granted psmisses & allso all the Estate right title interest Claim & demand wsoever of him the said John Rogers of in & to the same & of in & to every part & parcell thereof To have and To hold the said

Desjardinos: Mullberry: John: Every:

fifty acres of Land & all & singular the psmisses before by these presents mentioned or intended to bee granted wth all & singular the appurtenances to the said Miles Gibson his hrs & ass for ever and the said Joseph Sanders by vertue afsd doth for himself his hrs Exrs & admrs Covenant & grant to & wth the said Miles Gibson his hrs & ass & every of them by these psents in manner & forme following (that is to say) that the said Joseph Sanders by vertue afsd for & notwth standing any act or thing by him or by his means consent privity or procurement had made Committed or done or wittingly or wilfully suffered to bee done to the contrary now & at the time of Ensealing & delivery thereof standeth & is really & only rightfully Seized & untill the Estate hereby to bee granted shall bee sufficiently past vested & settled in & upon the said Miles Gibson his hrs & assignes shall soe remain of all the psmisses Seized of a good absolute & perfect Estate to him & his hrs for Ever in his own right & to his own use wthout any manner of Condition Revertion remainder or Limitacon of any use or uses Estate or Estates in or to any person or persons wsoever to alter change defeat Determine or make void the same and yt the said Joseph Sanders by vertue afsd at the time of the Sealing & Delivery of these psents hath full power & good right lawfull authority to grant bargain Sell Convey & assure the same wth all & singular the before hereby granted or mentioned to bee granted psmisses wth their & every of their appurtenances unto the said Miles Gibson his hrs & ass for ever in manner & forme afsd and that the said Miles Gibson his hrs & ass & every of them shall & may by force & vertue of these psents from time to time & at all times hereafter peaceably & quietly have hold occupy possess & enjoy all & every ye afsd bargained psmisses wth their appurtenances unto his & their own use & behoofe without any Lett suite trouble or Charge wsoever of or by ye said Joseph Sanders attorney afsd his hrs or ass or any of them or any other pson or psons wsoever Lawfully claiming any right title or interest unto the said bargained psmisses or any part or parcell thereof and that free & Clear & freely & Cleerly acquitted & discharged or otherwise from time to time well & suffitently saved & Kept harmless by the said Joseph Sanders his hrs Exrs & admrs of & from all manner of former gifts grants bargains Sales Leases mortgages Joyntures Extents Judgmts Executions forfeitures fines Issues & amercemts of & from all & singular other titles troubles charges Demands & Incumbrances wsoever had made Committed or done by the said Joseph Sanders his hrs & ass or by any other pson or psons wsoever lawfully Claiming any right Title or interest unto the said bargained psmisses or any part or parcell thereof: the Rents & Services from henceforth to grow due & payable to the Chief Lord & Lords & the fee & fees thereof only excepted and forepsrized and the said John Rogers by his attorney Joseph Sanders for himself his hrs Exrs & admrs Doe Covenant & grant to & wth the said Miles Gibson his hrs & ass & every of them that he the said Joseph Sanders for & in the behalfe of the said John Rogers shall & will the said fifty acres of Land & all and singular the appurtenances unto the said Miles Gibson his hrs & ass & agt all pson wsoever Lawfully Claiming any right title or interest unto the said bargained psmisses warrant & defend by these presents & the said John Rogers by his attorney Joseph Sanders doth for himself his hrs Exrs & admrs Covenant & grant to & wth the said Miles Gibson his hrs & ass & every of ym that the said John Rogers by his attorney Joseph Sanders & all & every other of them pson or persons Lawfully Claiming or wch hereafter shall or may have or Claim or rightfully pretend to have any Estate right or interest into or out of the psmisses by from or under him ye sd Joseph Sanders for & on the behalfe of him the said John Rogers his hrs & ass shall & will from time to time & at all times hereafter dureing the space of Seven Years next following ye date hereof at ye reasonable request Cost & Charges in the Law of ye said Miles Gibson his hrs & ass doe make acknowledge Levy Execute & suffer or cause to bee made done acknowledged Executed & suffered all & such further Lawfull reasonable act and acts assureance & assureances in the Law wsoever for the further assureance surety sure making & Conveying of all the said granted psmisses unto him the said Miles Gibson his hrs & ass according to the true intent & meaning hereof bee it by fine feoffment recovery or otherwise as ye sd Miles Gibson his hrs or ass or his or their councell learned in the Law in that behalfe shall bee reasonably devised or advised and that all such further assureances to bee made as afsd of the said granted psmisses is meant & intended to bee & shall bee to the

thereof: