James Todd to John Hurst:- This Indenture, made the third day of March in the thirteenth year of the raigne of our Soveraigne Lord, William the third, by the grace of God, of England, Scotland, France and Ireland, King defender of the faith &c. Anno Dom. one thousand seven hundred and one between James Todd of Baltimore County, in the Province of Maryland, planter, and Penelope his wife of the one part and John Hurst, of the County aforesaid in holder, of the other part, witnesseth, that the said James Todd, and Penelope his wife, for and in consideration of the sum of one hundred and sixty pounds sterling, to them in hand paid by the said John Hurst at or before the ensealing and delivery of these presents, the receipt whereof they the said James Todd and Penelope his wife do hereby acknowledge and themselves therewith to be fully satisfied, and thereof, and of every part and parcel thereof doe fully, clearly and absolutely acquit exhonerate, and discharge the said John Hurst his heirs ex'rs and assigns, and every of them by these presents have given granted, bargained sold, alienated, enfeoffed and confirmed, and by these presents do give, grant bargain, sell, alien, enfeoff and confirm unto the said John Hurst his heirs and assigns forever, one hundred thirty five acres and one half of one acre of land, being part of a certain tract or parcel of land, called and known by the name of "Cole Harbour" lying and being in the County aforesaid; and also one hundred sixty and four acres and one half of an acre of land being part of another tract or parcel of land formerly belonging to Alexander Mountenay, late of the aforesaid County and Province deceased and purchased by the said James Todd: Beginning at a bounded white oak on a point, being the first bounded tree of Cole Harbour, by the northwest branch and running down the river or branch east-south-east, for breadth, one hundred and forty pthes to a locust post on a little poynt, and then with a line drawn north north east with the line of Mountenay's land, for length, two hundred and twenty four pthes to a bounded white oak standing in the said line then with a line drawn west-north-west one hundred and forty pthes to a red oak, standing in the north-north-east line of the said land of Mountenay's then running with the said land south-south-west fifty six pthes to a white oak, then with a line drawn north-west two degrees south for the length of two hundred and four pthes to a gum tree standing near the said branch, then with a line drawn south-southwest seventy five perches to a white oak standing in the corner of the old field by the falls or branch aforesaid, then with a line drawn south-east and by south to the said branch, and with the said branch south-east and by south to the first bounded tree surveyed and laid out for three hundred acles of land, more or less, to be holden of the manour of Baltimore; together with all houses, out houses edifices, buildings, orchards, gardens, yards bathsides, cornfields, pastures, woods, underwoods, timber and timber trees, waters, watercourses, ways, easements, profits, benefits, commodities, rights, members, privileges and appurts to the same belonging or in any wise appertaining, and all patents, deeds, evidences, writings receipts and muniements of touching or concerning the same or any part thereof - To Have and To Hold the said two several tracts or parcels of land so as aforesaid bargained and sold, and every part thereof, with their and every of their rights, members and appurts unto the said John Hurst, his heirs, executors, and assigns, to the only use and behoof of him the said John Hurst, his heirs and assigns forever, freed and clear, and freely and clearly acquitted and exhonerated and discharged of and from all and all man's of former and other gifts, grants, bargains, sales, leases, embargos, mortgages, jointures, dower, title of dower, judgments extents, extents, titles, troubles, charges and incumbrances whatsoever, at any time before the ensealing and

delivery of these presents had made, committed, done or suffered by them the said James Todd and Penelope his wife, or by any other person or persons whatsoever claiming or pretending to claim any right, title or interest of, in or to the same, or any part thereof, the rents and services which hereafter shall grow due and payable to the chief Lord of the fee, of whom the premises are holden, only excepted and foreprized. And the said James Todd, and Penelope his wife, for themselves, their heirs ex'rs and assigns, doe covenant, promise and agree to and with the said John Hurst, his ex'rs and assigns, and to and with every of them, by these presents, that they the said James Todd and Penelope his wife, at the time of the ensealing and delivery of these presents, are and stand lawfully seized in their demesne, as of the fee of and in the aforesaid tracts or parcells of land and premises, and every part and parcel thereof, and that they the said James Todd and Penelope his wife, have in themselves good right, full power and lawful authority to grant, bargain, sell, convey the aforesaid land and premises, with the appurts, unto the aforesaid John Hurst, his heirs, ex'rs and assigns in man'r and form as aforesaid; and the said James Todd, and Penelope his wife, for themselves, their heirs, ex'rs and adm'rs doe covenant, grant and agree to and with the said John Hurst, his heirs, ex'rs and assigns, and to and with every of them, by these presents, that they the said James Todd and Penelope his wife, the aforesaid three hundred acres of land and premises, with their and every of their rights, members and appurts hereby before granted, bargained and sold, and every part and parcel thereof, unto him the aforesaid John Hurst, his heirs, executors and assigns, against them the said James Todd, and Penelope his wife, their heirs, ex'rs adm'rs and assigns, and against all and every other person and persons whatsoever, claiming or pretending to lay any claim, right, title or interest of, in or to the same or any part thereof, by, from or under them, or any of them, unto him the said John Hurst, his heirs, ex'rs and assigns, shall and will warrant and forever defend by these presents. And also that he the said James Todd and Penelope his wife, their heirs, ex'rs or assigns, shall and will from time to time, or at any time within the space of seven years next after the date hereof, at the reasonable request and at the proper costs and charges in the law of him the said John Hurst, his heirs, ex'rs or assigns, make doe, acknowledge, suffer and execute, or cause to be made, done, acknowledged, suffered and executed, all and ever such further and other lawful and reasonable act and acts, things and things, device and devises, conveyances and assurances in the law whatsoever, for the further, better and more absolute selling and conveying surely, and sure making of the aforesaid land and premises, with their and every of their rights, members and app'rs unto the aforesaid John Hurst, his heirs, ex'rs and assigns, as by the said John Hurst, his heirs ex'rs or assigns, or by his or their counsel learned in the law, shall be reasonably advised, devised or required. In witness whereof the said parties to these presents their severall hands and seals have mutually and interchangeably subscribed and set, the day and year first above written.-

James Todd, (Seal)

Sealed and delivered in the presence of
Andrew Anderson, Ralph Eads.-

Memorandum. That the third day of March, Anno Dom 1702, came the within named James Todd and acknowledged the within mentioned deed to be his act and deed, to the use of ~~of with~~ within named John Hurst, his heirs and assigns forever.- Before us, Samuel Sicklemore.
Robert Gibson.-