John Hurst, mortgage to Richard Colegate.— This Indenture, made the thirteenth day of October, in the first year of the reign of our Soueraign lady, Anne, by the grace of God, of England, Scotland, France and Ireland, Queen, defendor of the Faith, &c. Anno Q. Domi, 1702, between John Hurst, of Baltimore County, in the Province of Maryland, planter, and Hannah his wife, of the one part, and Richard Colegate, of the County aforesaid, gentleman, agent and factor, for and on the behalf of Elizhadt Yoakley and Compa., of the City of London, in the Kingdom of England, merchant, of the other part, witnesseth, that the said John Hurst and Hannah his wife, for and in consideration of the sum of one hundred and twenty three pounds six shillings and eleven pence of good and lawful money of England, to them in hand paid by the said Richard Colegate, agent and factor as aforesaid, at or before the ensealing and delivery of these presents, the receipt whereof they the said John Hurst and Hannah his wife, do hereby acknowledge and themselves to be therewith fully satisfied, and therefrom and of every part and parcel thereof, doe fully, freely and absolutely acquit, exhonerate and discharge the said Richard Colegate, agent and factor aforesaid, his heirs, ex'rs and assigns and every of them, by these presents, have given, granted bargained, sold, aliened, enfeoffed and confirmed unto the said Richard Colegate, agent and factor as aforesaid, his heirs and assigns, one hundred thirty five acres and one half part of an acre of land, being part of a certain tract or parcell of land called and known by the name of Hole Harbour, lying 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 parcell of land, formerly belonging to one Alexander Mountency, late of the aforesaid County and province, deceased, and purchased by James Todd of the aforesaid County, gentleman. Beginning at a bounded white oak on a poynt being the first bounded tree of Hole Harbour by the north-west branch, and running down the river or branch east-south-east, for breadth, one hundred and forty perches to a locust post on a little poynt, and then with a line drawn north-north-east with the line of Mountency's land, for length, two hundred and twenty four perches to a bounded white oak standing in the said line, then with a line drawn west north-west one hundred and forty perches to a red oak standing in the north-north-east line of the said land of Mountency's then running with the said land south-south-west fifty six perches to a white oak, then with a line drawn north-west two degrees south, for the length of two hundred and four perches to a gum tree standing near the said branch, then with a line drawn south-south-west 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, survey'd and laid out for three hundred acres of land, more or less, to be holden of the mannour of Baltimore; together with all the houses, out-houses, edifices, buildings, gardens, orchards, corn fields, pastures woods, underwood timber, and timber-like trees, and all other rights, members and appurt's to the same belonging or in anywise appertaining. To have and to hold the said two several tracts or parcells of land sold as aforesaid bargained and sold, and every part thereof, with their and every of their appurt's unto him the said Richard Colegate, agent and factor as aforesaid, his ex'rs and assigns, to the only use and behoof of him the said Richard Colegate, agent and factor as aforesaid, his heirs and assigns forever, free and clear, and freely and clearly acquitted, exhonerated and discharged, of and from all and all manner of former

and other gifts, grants, bargains, sales, entails, mortgages, dower, titles of dower, judgments, executions, extents, and from all other troubles and incumbrances whatsoever, at any time before the sealing and delivery hereof, had made, committed, done or suffered by them the said John Hurst, and Hannah his wife or by any other person or persons whatsoever, which shall or may pretend to lay any claim of, in to the same or any part thereof; and also that they the said John Hurst and Hannah his wife, have in themselves good right, full power and lawful authority to grant, bargain, sell and convey the aforesaid land and premises, with their and every of their rights, members and appurt's unto him the aforesaid Richard Colegate, agent and factor as aforesaid, his heirs, ex'rs and assigns, in manner and form as as aforesaid; and that they the said John Hurst and Hannah his wife, the aforesaid three hundred acres of land and premises and every part thereof, with their and every of their rights, members and appurt's, hereby granted, bargained and sold unto him the said Richard Colegate, agent and factor as aforesaid, his heirs ex'rs and assigns, against them the said John Hurst and Hannah his wife, their heirs, ex'rs adm'rs and assigns, and against all other persons whatsoever claiming or pretending to lay any claim thereto, shall and will warrant and forever defend by these presents. Provided always, nevertheless, and it is the true intent and meaning of these presents, that if the above named John Hurst, together with James Todd of the County aforesaid, gentleman, shall and doe give and deliver unto the above named Richard Colegate, agent and factor as aforesaid, good and sufficient bills of exchange for the above said sum of one hundred and twenty three pounds six shillings and eleven pence, of lawful money of England, on or before the first day of May next ensuing the date hereof, payable unto the aforesaid Elizt Yoakley and Compa, merchants in the City of London, and that the same bills of exchange be accepted of and duly pay'd as aforesaid, that then this present deed and all and every the articles and clauses therein mentioned, shall be be void and of none effect, otherwise to remain and abide in full force and virtue, this indenture or any thing therein contained to the contrary thereof notwithstanding. In witness whereof, the said John Hurst and Hannah his wife, have hereunto set their hands and seals, the day and year first above written.—

John Hurst, (Seal)
Hannah her Hurst, (Seal)
mark

Sealed and delivered in the presence of H. Weidebesley, Charles Adams, Evan Jones

Memorandum.— That it is agreed by and between the within mentioned parties before sealing and delivery of these presents, that if the bills of exchange drawn by the within named John Hurst, by the first day of May next ensuing the date within mentioned, for the sum of sixty one pounds eighteen shillings and six pence sterling, be duely pay'd according to the tenour of the same, unto the aforesaid Richard Colegate, agent and factor as aforesaid; and also, that if the above named John Hurst doe pass unto James Todd, of the County aforesaid, good bills of exchange for the sum of sixty one pounds eight shillings and five pence sterling, by the first day of May, which shall be in the year of our Lord one thousand seven hundred and four, and that the same be duely pay'd according to the tenour thereof unto the said James Todd, or his order, that then the present deed and all articles and clauses therein contained, to be void and of one effect, otherwise to remain in full force.— October the 14th. 1702.—