## October Term 1801.

The Plaintiff further offered in Evidence a deed from George Yates the Patentee to Thomas Cockey dated the 23d. August in the year 1726.

Maryland Ss. This Indenteure made the twenty third day of August in the year of our Lord God Seventeen Hundred and twenty six Between George Yate of Baltimore County Planter of the one part and Coll. Thomas Cockey of Ann Arundel County Gentleman of the other part Witnesseth that the Said George Yate for and in Consideration of the Sum of Thirty five pounds Current money to him in hand paid by the same Thomas Cockey at and before the unsealing and delivery of these presents the Receipt whereof he the said George Yate does hereby acknowledge and thereof and therefore and from every part and parcell thereof Doth freely fully and absolutely Exonerate Acquit and Discharge the said Thomas Cockey his heirs Exrs. and admrs and every of them by these presents hath given granted Bargained sold Enseoff Alien Remise Released and confirmed and by these presents Doth give Grant bargain Sell Enseoff Alien Remise Release and Conferme to the said Thomas Cockey his heirs and assigns forever all them tracts and parcells of Land called One Yates Contrivance Containing Four Hundred Acres of Land lying on the South Side of the main Falls of Patapsco River Beginning at Two Bounded Trees one Red Oak and the other White Oak running East and by North fifty eight Perches to Two Bounded Trees One White Oak and the other a Hickry thence North North East fivety five Perches to two Bounded Trees One Red Oak and the other White Oak thence North West eighty two Perches to a Bounded White Oak thence East North East fivety Three Perches to a Bounded White Oak thence North West by North fivety Three Perches to a Bounded Red Oak thence North by West One Hundred and Two Perches to a Bounded White Oak thence West by North One hundred and fifty Eight Perches to a Bounded White Oak thence South South West Thirty two perches to a Bounded Gum thence West South West Eighteen Perches to a Bounded Red Oak thence North North East One hundred and Thirty Six Perches to a Bounded White Oak thence East And by North Eighty Eight Perches to a Bounded Red Oak thence North by East fivety Eight Perches to a Bounded white Oak thence West by North Five hundred and Forty Perches thence South by East One hundred perches thence South by West Ninety two Perches thence with a Straight Line to the Beginning Two Bounded Trees and also one more parcell of Land called Forbearance Lying on the North Side of Patapsco River containing One hundred and Forty four Acres of Land be there more or less which Two above Said Tract or parcel



of Land with all their reversion of Writs Titles or claims that Shall or may desend unto me either by Virtue of being eldest Son or that shall shall accrue to me by virtue of my father George Yate his Will either by the death of my youngest Brothers as dying before they Arrives to the age of Twenty one years according to my fathers Last Will and Testament which above Said Tracts or parcels Containes five Hundred forty four Acres of Land more or less Together with all Trees woods underwoods houses Orchards buildings fences Improvements and appurtenances whatsoever to the same belonging or in wise appertaining together with all the Right title Inheritance claims and demand whatsoever of and from him the Said George Yate and his heirs forever To have and To hold all the afs.d Tracts of Lands one called Yates Contrivance and the other called Forbearance with the premises and appurtenances thereunto belonging unto him the said Thomas Cockey his heirs and assigns forever to the whole proper use and behoofe of him the said Thomas Cockey his heirs and assigns forever and to none other use Intent or purpose whatsoever and the said George Yate for himself his heirs Exrs and admrs and every of them doth Covenant promise Grant and agree to and With the said Thomas Cockey his heirs and assigns in manner and form following Viz.t that he the said George Yate and his heirs Exrs and admrs shall and will forever warrant and defend to the s.d Thomas Cockey his heirs Exrs admrs or assigns all the above mentioned Two Tracts of Lands with the Premises and appurtenances as will from and against him the said George Yate his heirs Exrs and admrs forever as against all manner of persons whatsoever and the said George Yate for himself his heirs Exrs & admrs doth further Covenant promise grand and agree to and with the said Thomas Cockey and his heirs that the above bargained premises are at the time of the ensealing and delivery of these presents clear and free of and from all manner of Incumbrances whatsoever whether by Statutes Judgments Recognances Mortgages forfeitures or or attainders of him the said George Yate or by any other ways or means whatsoever In Witness whereof the Parties to this Indenture hath hereunto Set their hands and affixed their seals Interchangeable the day and year first above written.

Signed Sealed and delivered in the presence of us Henry Gibbes — John Hill William Turner — George Yate (Seal)

On the Back of which aforegoing Deed is thus Written Viz.t

August the twenty fourth day 1726 Came before me the Subscriber One of