

44<sup>o</sup> displeasure, declares that she doth make her acknowledgements of the same willingly and freely, and without being induced thereto by fear, or threats of, or ill usage by her husband, or for fear of his displeasure. Taken and certified the day and Year above written

In Testimony  
Wm. S. Lapsell

The said Deed was accordingly recorded the aforesaid thirteenth day of July Eighteen Hundred and twenty four by J. W. Orrell Clerk

And Be it Remembered that on the sixteenth of July Eighteen hundred and twenty four a Deed of Mortgage was brought to be enrolled among the said records of Kent County the tenor whereof ensues in the following words to wit

Know all Men that this Indenture made this third day of July in the Year of our Lord One thousand Eight hundred and twenty four between Richard Miller of Kent County and State of Maryland of the one part and Joseph S. Mitchell (Trustee for the securities of Rebecca Richard Guardian to her Children) of Kent County and State aforesaid of the other part - Whereas the said Richard Miller by his bond or obligation, duly executed, bearing date the same day and Year with this Indenture stands bound unto the said Joseph S. Mitchell (Trustee as aforesaid) his Executors, administrators and assigns in the sum of one thousand Three hundred and twelve dollars and forty Cents current money, with a condition thereunderwritten for the payment of the sum of six hundred and fifty six Dollars and twenty Cents, current money with legal interest on the same from the date on or before the first day of January in the Year Eighteen hundred and twenty seven as by the said Bond and Condition may more fully appear - Now this Indenture Witnesseth that the said Richard Miller in consideration of the said debt or sum of six hundred and fifty six Dollars and twenty Cents owing to the said Joseph S. Mitchell as aforesaid, and for the better securing the payment thereof, with interest to the said Joseph S. Mitchell, his Executors administrators or assigns according to the condition of the said Bond and also in consideration of the further sum of five Dollars current money of the United States to him, the said Richard Miller, by the said Joseph S. Mitchell in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the said Richard Miller doth hereby acknowledge hath granted, bargained, sold, Released and Confirmed, and by these presents doth grant, bargain, sell, lease, and confirm unto the said Joseph S. Mitchell and to his heirs and assigns all those tracts, or parts of tracts or parcels of Land, or farm or plantation which the said Richard Miller now has or claims and known by the name of Hinchentham, or be the same called or known by

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whichever other name or names it may, situate, lying and being in Swan  
Creek in Kent County, containing or supposed to contain, about Three  
Hundred and Seventy two acres of Land, more or less. I have and to hold  
the said tract, or tracts or parts of tracts or parcels of Land and every  
part and parcel thereof, with the appertinances thereunto belonging, unto  
the said Joseph S. Mitchell, his heirs and assigns, for ever, unto and  
for no other use, intent or purpose whatsoever, provided always, and it  
is the true intent and meaning of these presents and of the said par-  
ties herunto, that if the said Richard Miller, his heirs, Executors or  
administrators, do and shall well and truly pay or cause to be paid  
unto the said Joseph S. Miller his Executors, administrators or assigns  
the said full sum of Six Hundred and Fifty Six Dollars and twenty Cents  
current Money, with legal interest on the same from the date of the said  
Bond or obligation on or before the first day of January Eighteen Hundred  
and twenty seven according to the Condition of the above in part recited  
Bond or obligation without any deduction or abatement whatsoever, then  
and from thence forth, these presents, and every matter and thing therein  
contained, shall cease and be utterly null and void any thing herein  
contained to the contrary thereof in any wise notwithstanding, and  
the said Richard Miller for himself, his heirs Executors and adminis-  
trators doth covenant promise and agree to and with the said Joseph  
S. Mitchell, his Executors, administrators and assigns, in manner and  
form following, (that is to say) that he the said Richard Miller his  
heirs, Executors and administrators, or some of them shall and will well  
and truly pay, or cause to be paid, unto the above named Joseph S. Mitch-  
ell, his Executors, administrators or assigns, the said sum of Six hundred  
& fifty six Dollars and twenty Cents, with legal interest as aforesaid on the  
day therein before limited for payment thereof without any deduction or  
abatement whatsoever as aforesaid, and that the said granted and released  
premises, now are, and at all times from and after default shall happen to  
be made of, or in payment of the said sum of money and interest aforesaid  
or in any part thereof, shall forever be, remain & continue, free and clear  
and freely and clearly acquitted and discharged, of and from all man-  
ner of former and other debts, grants, bargains, sales, mortgages, judgments,  
charges, or incumbrances whatsoever, heretofore made committed, done  
or suffered by him the said Richard Miller, and that the said Joseph  
S. Mitchell his heirs and assigns, shall and may, from time to time, find  
at all times after any such default shall happen to be made in payment  
of the said sum of money, and interest as aforesaid, as any part thereof  
peaceably and quietly, have, hold, occupy, possess, and enjoy, all and  
singular the said premises with the appertinances and every part  
and parcel thereof, without the let, hindrance, molestation, interruption  
or disturbance of him the said Richard Miller his heirs or assigns, or  
of any other person or persons lawfully claiming any estate, right, title

or interest, of or in the saids hereby granted and released premises, or to claim the same by, from or under him, them or any of them. And further that he the said Richard Miller, his heirs and assigns and all and other persons or persons, having or lawfully claiming any estate right title or interest, of or in the saids hereby granted and released premises or any part thereof shall and will at any time or times after such default is made in payment as aforesaid, make and execute do and suffer, all such further and other acts matters and things, devices and assurances in the Law whatsoever for the further assuring and conveying of all and singular the premises, with the appurtenances, as hereby granted unto him the said Joseph S. Mitchell his heirs and assigns, for ever, absolutely free and discharged of and from the proviso or condition, herein before contained and of and from all equity of redemption by virtue or colour thereof according to the true intent and meaning of these presents, as by the said Joseph S. Mitchell his heirs or assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required.

And lastly, it is covenanted and agreed upon by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning of this Indenture, and of the parties hereunto that until default shall be made in payment of the said sum of Six Hundred and fifty six Dollars and twenty cents, and legal interest for the same as aforesaid according to the time above limited for the payment thereof it shall and may be lawful to and for the said Richard Miller his heirs and assigns peaceably and quietly to have hold occupy possess and enjoy all and singular the said premises above granted and released, and every part thereof with the appurtenances and to have receive and take the rents and profits and issues thereof to his and their own particular use and benefit any thing herein contained to the contrary thereof in anywise notwithstanding.

In witness whereof the said Richard Miller hath hereunto subscribed his name and affixed his seal, the day and Year first herein before written

Signed sealed and delivered in the presence of  
 Wm. S. Lappell  
 Mr. Lucas G.

Richard Miller Seal

Wm. S. Lappell Clerk of Court  
 Wm. Lucas G. Clerk of Court  
 Maryland, Kent County, July 13<sup>th</sup> 1812 - It is remembered that on this thirteenth day of July, Eighteen Hundred and twenty four personally appears before us the subscribers two of the Justices of the peace for the County and State aforesaid the within named Richard Miller, and acknowledged the within written Indenture to be his act and deed, and the lands and premises therein mentioned to be the right and estate of the within named Joseph S. Mitchell his heirs & assigns, for ever, subject to the

provisoes therein mentioned according to the true intent and meaning of  
the within Instrument of writing Taken and Certified by us, two of the  
Justices of the peace aforesaid, the day and Year aforesaid, according  
to the form of the act of assembly in such case made and provided

Acknowledged before / Wm. S. LaFoll  
McLuskey &c.

The said deed was accordingly recorded on the aforesaid six-  
teenth day of July Eighteen Hundred and Twenty Four by  
Thomas Worrell Clerk

Nov. 21. 1865  
Recd. at the office of the Recorder of Deeds

Be it remembered that on the twenty fourth day of July Eighteen hundred  
and twenty four a deed was brought to be entered among the land records  
of Kent County the tenor whereof is in the following words, to wit

This Indenture made this eleventh day of March in the Year of our  
Lord and thousand Eight Hundred and twenty four between Benjamin Worrell  
of Kent County State of Maryland of the one part and John Constable of  
the County & State aforesaid of the other part witnesseth that the said  
Benjamin Worrell for and in consideration of the sum of one hundred  
dollar current Money of Maryland to him in hand paid by the said  
John Constable before the sealing and delivery of these presents the receipt  
whereof he the said Benjamin Worrell doth hereby acknowledge and  
from every part and parcel thereof doth here by acquit exonerate and  
discharge the said John Constable his heirs executors and adminis-  
trators he the said Benjamin Worrell hath granted bargained sold  
aliened enfeoffed and confirmed and by these presents doth grant  
bargain sell alien enfeoff and confirm unto the said John Constable  
his heirs and assigns all that tract or parcel of land now in possession  
of the said Benjamin Worrell which was formerly owned by Benjamin  
Wright beginning at a stone marked with the letter F standing at the  
end of 356 perches on the line & north 48 west being the first line  
specified in a deed from R. Wright to Ben Wright bearing three North  
forty Eight west forty nine and half perches to a stone marked to south  
Eighteen and half west thirty Eight and six tenths of a perch to a  
stone marked to three North Eighty six and a quarter East forty  
nine and half perches to the beginning containing five acres one rood thirty  
Eight and half perches more or less together with all the singular Woods ways  
rights privileges and appurtenances whatsoever therunto belonging or in  
anywise appertaining and the reversions and Remainders Rents issues and  
profits and all the estate right title and interest whatsoever of him the  
said Benjamin Worrell both as law and equity of in, to, and out of the  
said tract or parcel of land and premises hereby bargained and sold  
or meant or intended hereby so to be and every or any part or parcel  
thereof to have and to hold the said tract or parcel so as aforesaid  
unto the said John Constable in whatever name it may be known together with the  
appurtenances and singular other the premises hereby bargained