

Wm Gutter for in consideration of the summe of thirteene thousand pounds
of tobacco to him in hand paid by the said John Halfhead before the sealing
& delivery of these presents the receipt whereof he doth hereby acknowledge and
thereof of every part & parcell thereof doth clesely & absolutely acquit and
discharge the said John Halfhead his heirs exors admors & assigns by these
presents & for the Rents and Services hereafter due & reserved, of four acres
other good causes & Considerations five thousand moving hath bargained sold alien-
ated conveyed & confirmed & done by these presents bargain sold alien & conveyed and
conferme unto the said John Halfhead his heirs exors admors & assigns &c. &c.
that tract parcell or dividend of land called Drayby Neck beginning at Hopes Hogg
maine Runne & running up the maine branch joining upon the land now in the possession of
Nicholas Gutter so far as the said branch runneth into the woods of from Hopes
Hogg then up the Bay to the land of Standing Roberts called Drappers Neck & from
the head of Hopes Hogg then running with a line drawn North on the North of Drayby
Neck to Standing Roberts land wch the Certificate of Survey of the said five thousand
seven hundred acres of land mentioneth be it more or less with all & every the lands
tenements houses buildings Orchards pasture rights members & appurtenances to the said
parcell of land belonging or any wayes appurtening together with all patents writings
Deeds Evidence grants Escopts or minims whatsoever of or concerning the same, the
said John Halfhead his heirs or assigns paying therefore yearly & every year into
the said Wm Gutter his heirs exors admors or assigns at the now dwelling house
at the Plantation which he the said Wm Gutter lives at the rent of five bushells
of Sound Indian Steele Dozne on the feast of St Thomas the Apostle, And if it shall
happen the said yearly Rent of five bushells of Dozne or any part or parcell thereof
to be behind & unpaid after the said feast of St Thomas on which the same ought
to be paid by the space of forty dayes, that then & from thence forth it shall
may be lawfull to & for the said Wm Gutter his heirs exors admors & every or
any of them into all & singular the said parcell of land & premises with the appurtenances
to enter repossesse enjoy have againe & detaine wch in his & their former estate this
Indenture or any thing contained to the contrary hereof in any wise notwithstanding
to have and to hold the said land & premises to the Only use & behoofe to
him the said John Halfhead his heirs & assigns for ever And the said
Wm Gutter doth hereby for himselfe his heirs exors admors covenant &
agree to & with the said John Halfhead his heirs exors admors that he the
said Wm at the sealing & delivery of these presents is & does stand seized of
the said land & premises with the appurtenances of a forime free good & undoubted
estate of Inheritance in fee Simple & that he hath full right good power
lawfull authority to grant bargain & sell the same to him the said John Halfhead
and his heirs & that he will for ever warrant & defend the same to him the said
John Halfhead his heirs & assigns against all persons whatsoever claiming by
law or under him the said Wm his heirs exors admors the Rents & Services
due & payable to the Right Hon^{ble} the Lord Proprietor his heirs Lord & Lords
of the ffeet to be paid by the said Wm Gutter his heirs & assigns for ever
In witness whereof the partyes abovesaided to these presents Indentures interchangably
have sett their hands & seals this day & yeare abovesaided

Signed sealed & delivered in the presence of

Ro: Ellys
Thomas Cowstrey, October the 2^d 1677

William Gutter (sealed)

John Halfhead (sealed)

The foregoing Indenture was this in open Court acknowledged to the intents
therein specified.

Jno Blomfield De Jure Procin!