(11)

This Indenture made the Nineteenth Day of May Anno Domi one thousand Seven hundred and twenty four Between David Macksprosh of Ann Arundell County in the Province of Maryland Planter of the one part and Samuel Peele of London Town in the Same County and Province Merchant Witnesseth that a Certain David Macksprosh the father of the Said David Macksprosh Party to these presents was Seized in his Ffee time and at the time of his Death of all that Tract or peece of Land Called Mitchell addition Lying on the South Side of South River Beginning at a bounded White Oak it being a bounded Tree of a Tract of Land Called Puddington as also as Also A bounded Tree of a Tract of Land Called Mitchells Chance and also a bounded Tree of a Tract of Land Called Popplar Neck and running from the Said Tree North Eighty Three Degrees and a half East One Hundred and Eighty perches with the Land of Popplar Neck to a bounded Cedar it being a bounded Tree of Mitchells Chance thence with the Said Mitchells Chance South west fifty two perches to a Cedar post thence with a Straight Line to the first bounded Tree Containing and laid out for Eighteen Acres and a half more or less And Whereas the Said David Macksprosh by his last Will and Testament bearing Date the fifteenth Day of May One thousand Seven hundred and Nine Daly Executed & proved Amongst Other things therein Contained Devised unto his Son Richard the aforesaid Eighteen Acres and a half of Land Called Mitchells Addition which he the Said David Macksprosh bought of a Certain William Mitchell and Shortly after Dyed And Whereas the Said Richard Macksprosh Dyed without Issue the Said Eighteen Acres and a half of Land became the right of Said David Macksprosh Party to these presents as heir at Law to the Said Richard Now he the Said David Macksprosh party to these presents for and in Consideration of the Sum of Eight Pound by him the Said Samuel Peele to him in hand paid hath given granted Bargained Sold Aliened Enfeoffed and Confirmed and by these do give grant Bargain Sell Alione Enfeoffe and Confirme to the Said Saml Peele his heirs and Assigns for Ever the Aforesaid Eighteen Acres and a half of Land To Have And To Hold the Said Eighteen Acres and a half of Land and Premisses with all and Every its Appertances unto him the Said Saml Peele his heirs and Assigns for Ever and to no Other Use Intent or purpose whatsoever And the Said David Macksprosh doth hereby for himself his heirs Ex^rs and Adm^rs and Every of them Covenant promise grant and Agree to and with the Said Saml Peele his heirs and Assigns that he the Said David Macksprosh his heirs Ex^rs and Adm^rs the Said Eighteen Acres and a half of Land and premisses with all and every Appertances freely and Clearly Acquitted and Discharged of and from all former and other Grants Gifts Bargains Sales Dowers Intails and and of and from all Other Incumbrances whatsoever (the Quitt rents from hence to become Due only Excepted) unto the Said Saml Peele his heirs and Assigns for Ever from and Against him the Said David his heirs and Assigns and from and Against all manner of persons whatsoever having Claiming any right Interest or pretentions whatsoever from or

(under)

Under him the Said David Macklefresh his heirs Exors or Admrs will & shall and truely & warrant and for Ever hereafter Defend. and that the Said David Macklefresh his heirs Exors Or Admrs Shall and will at any Time or times hereafter Within the Space of Seven Years Upon the Reasonable Request and the proper Charge of him the Said Saml Peele his or Assigns Make Do Acknowledge and Execute or Cause or procure to be Made done Acknowledged Suffered & Executed all and Every Such further and Other Acts and Assurances in the Law for the further and better and More perfect Conveying and Assuring of the Aforesaid Eighteen Acres of Land and Premises as Devised as aforesaid with the Appurtenances unto him the Said Saml Peele his heirs & Assigns according to the true Intent and meaning of the Parties to these presents as by the Said Saml Peele his heirs and Assigns or his Counsell Learned in the Law Shall be reasonably devised or Advised or Required In Witness whereof the Parties to these Premises have Interchangeably Sett their hands and affixed their Seals hereunto the Day and Year first above Written _____ David Macklefresh (Seal)

On the Back of the Aforegoing Deed was thus Indorsed (Viz) _____

Signed Sealed and Delivered in the presence of us Robt Peele Will Pearce

May 19th 1724 Recd of Saml Peele the within Mencioned Sum of Eight Pound in full for the within Mencioned Consideration David Macklefresh

Witness Robt Peele William Pearce

The within Mencioned David Macklefresh Acknowledges the within Instrument as his Act and Deed to the Uses therein Mencioned According to Law — Also the within Mencioned Mary the wife of the Said Dav: is privately Examined out of the hearing of her husband and Acknowledges the Same Instrument as her Act and deed and that She Makes the Same Acknowledgement willingly and freely and without being Induced thereto without fear or threats of or ill Usage by her husband or fear of his Displeasure Acknowledged as aft According to Act of Assembly this Nineteenth Day of May Anno Dom Seventeen hundred and twenty four before Me the Subscriber one of his Lordships Justices of the Provincial Court of Maryland

Recorded Agust the 7th 1724 — William Lock

X This Indenture made the twenty fifth Day of July in the Year of Our Lord God one thousand Seven hundred and twenty three Between James Carroll of Anne Arundell County Gent of the One part and Wm Cuffin of the Said County Shipwright of the Other part Witnesseth that the Said James Carroll for and in Consideration of the Sum of fifteen Pounds Current (Money)