

generally acknowledge the within deed or Instrument of writing to be their act and deed, and the tracts, parts of tracts or parcels of land and premises therein mentioned and thereby bargained and sold, to be the right and estate of the within named James F. Gordon and George D. Handy parties grantors, also therein named, their heirs and assigns, forever, according to the purport, true intent and meaning of the said deed or Instrument of writing, and the acts of Assembly in such cases made and provided; And the said Katharine C. Mitchell wife of the said Joseph T. Mitchell being by me privately examined apart from and out of the presence and hearing of her husband? Whether she doth execute and acknowledge the same freely and voluntarily, and without being induced to do so by fear or threats of, or ill usage by her said husband or by fear of his displeasure? she acknowledges that she doth execute and acknowledge the same freely and voluntarily, without being induced to do so by fear or threats of, or ill usage by her said husband, or by fear of his displeasure, I further certify that she did execute and acknowledge the same deed or Instrument of writing apart from and out of the presence and hearing of her said husband, And I also certify that from my own knowledge of personal acquaintance with the said Joseph T. Mitchell and Katharine C. Mitchell, his wife of Frederick County Maryland and formerly residing in and now actually in Kent County Maryland, I am satisfied that the said Joseph T. Mitchell and Katharine C. Mitchell his wife the persons acknowledging as aforesaid are the identical persons who are named and described as, and professing to be the parties grantors in said deed conveyance or Instrument of writing.

Taken and certified the day and year above writing.

James Graves.

Recd May 18, 1854 One dollar stamp duty chargeable by law on this Instrument of writing
 And was accordingly recorded by.
 James F. Gordon clk.
 James F. Gordon clk.

James F. Gordon &
 Geo. D. S. Handy.
 To
 Joseph T. Mitchell.

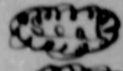
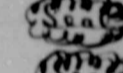
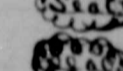

Be it remembered that on this 18th day of May in the year 1854 A. deed of Mortgage was brought to be recorded among the land records of Kent County which is in the following words to wit:

This Indenture made this Eighteenth day of May in the year of our Lord one thousand eight hundred and fifty four, Between James F. Gordon and Sarah Maria Gordon his wife, and George D. S. Handy and Sarah Ann Handy his wife all of Kent County in the State of Maryland of the one part, and Joseph T. Mitchell of Frederick County, and State of Maryland of the other part. Whereas the above named James F. Gordon and George D. S. Handy by their contract in writing and written on stamped paper as required by the acts of Assembly and bearing date the twenty sixth day of December Eighteen hundred and fifty three, stand bound to pay unto him the said Joseph T. Mitchell his heirs executors, administrators or assigns a large sum of money to wit: The sum of Seventeen thousand two hundred and eighty nine dollars after deducting three several judgments due and owing to a certain Edmund Comery from the said Joseph T. Mitchell, and also two judgments due and owing to Thomas B. Flower, and which said judgments are of record in the Circuit Court of Kent County Maryland, and the interest thereon from the first day of

January Eighteen hundred and fifty four; and which said five judgments with the interest are to be paid by the said James F. Gordon and George D. S. Handy over and above the sum of money hereby secured to be paid to Joseph V. Mitchell and the said James F. Gordon and George D. S. Handy to secure the payment of the said sum of seventeen thousand two hundred and eighty nine dollars current money with interest thereon from the first day of January last past to the said Joseph V. Mitchell according to the terms of said in part recited contract, that is to say the interest to be paid semi annually on the first day of September and February and the principal in twenty years or sooner in sums not less than one thousand dollars upon thirty days notice at their option, have consented to execute these presents. Now this Indenture Witnesseth, that the said James F. Gordon and Sarah Maria Gordon and George D. S. Handy and Sarah Ann Handy in consideration of the said debt or sum of seventeen thousand two hundred and eighty nine dollars owing to the said Joseph V. Mitchell as aforesaid, and for the better securing the payment thereof, with the interest, to the said Joseph V. Mitchell, his executors administrators or assigns, according to the said contract or agreement in writing as and also in consideration of the further sum of five dollars current money of the United States to them the said James F. Gordon and Sarah Maria Gordon, George D. S. Handy and Sarah Ann Handy by the said Joseph V. Mitchell in hand well and truly paid, at or before the sealing and delivery of these presents the receipt whereof the said James F. Gordon, Sarah Maria Gordon and George D. S. Handy and Sarah Ann Handy do hereby acknowledge have granted bargained, sold released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said Joseph V. Mitchell his heirs and assigns, all those tracts, parts of tracts or parcels of land situate and being in Kent County aforesaid and called "Wolchester", "Lesham Hall", and "Swamp Resurveyed", and containing one thousand and fifty acres of land more or less and fully and particularly described in a deed from Joseph V. Mitchell and wife to the said James F. Gordon and George D. S. Handy bearing even date with these presents and duly executed and recorded amongst the land records of Kent County aforesaid and as by reference thereto had will more fully and large appear. To have and to hold the said tracts, parts of tracts or parcels of land and every part and parcel thereof with the appurtenances thereunto belonging, unto the said Joseph V. Mitchell his heirs and assigns, to the only proper use and behoof of the said Joseph V. Mitchell his heirs and assigns, forever, and to 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 parties hereto, that if the said James F. Gordon and George D. S. Handy their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said Joseph V. Mitchell his executors, administrators or assigns, the said full sum of seventeen thousand two hundred and eighty nine dollars, current money, with the legal interest for the same, from the first day of January Eighteen hundred and fifty four in twenty years to be completed from that time, the interest to be paid semi annually on the first day of September and February in each year, and the said James F. Gordon and George D. S. Handy to have the right and privilege to pay the said principal at any and all times before the time limited for the payment thereof, in sums not less than one thousand dollars upon the notice of thirty days previous being given to said Joseph V. Mitchell his heirs executors administrators or assigns by them the said James F. Gordon and George D. S.

Wandy or either of them or their either of their heirs executors, administrators or assigns, then and from thenceforth 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. It is also covenanted and agreed upon, by and between all the parties to these presents, and is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default shall be made in payment of the said sum of Seventeen thousand two hundred and eighty nine dollars and legal interest as aforesaid, according to the times above limited for the payment of ~~the same~~ it shall and may be lawful to and for the said James F. Gordon and George D. S. Wandy their 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 appertinances, and to have, receive and take the rents issues and profits thereof, to his and their own particular use and benefit, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof the said James F. Gordon and Sarah Maria Gordon his wife and George D. S. Wandy and Sarah Ann Wandy his wife have hereunto subscribed their names and affixed their seals the day and year first herein before written.

Signed Sealed and delivered
in the presence of
James Graves.

James F. Gordon. 
Sarah M. Gordon. 
Geo D. S. Wandy. 
Sally A. Wandy. 

State of Maryland
Kent County

Be it remembered that on this eighteenth day of May in the year of our Lord one thousand eight hundred and fifty four personally appeared James F. Gordon and Sarah Maria Gordon his wife and George D. S. Wandy and Sarah Ann Wandy his wife all of Kent County and State of Maryland aforesaid, and the parties Mortgage within named before me the Subscriber a Justice of the Peace of the State of Maryland in and for Kent County and severally acknowledge the within deed of Mortgage, or Instrument of writing to be their act and deed, and the tracts parts of tracts or parcels of land and premises therein mentioned and thereby mortgaged, to be the right and estate of the within named Joseph F. Mitchell party Mortgagee also therein named, his heirs and assigns, according to the proviso, purport true intent and meaning of the said deed or Mortgage or Instrument of writing, and the acts of Assembly in such Cases made and provided: And I certify that Sarah Maria Gordon wife of James F. Gordon and Sarah Ann Wandy wife of George D. S. Wandy did sign seal and execute the said deed or Instrument of writing, out of the presence and hearing of their said respective husbands and the said Sarah Maria Gordon and Sarah Ann Wandy being by me privately examined apart from and out of the presence and hearing of their said respective husbands whether they do severally execute and acknowledge the said deed or Instrument of writing freely and voluntarily and without being induced to do so by fear or threats of or ill usage by their said respective husbands or fear of their displeasure, they severally acknowledge and declare that they do. And I further certify that of my own personal knowledge of and acquaintance with James F. Gordon and Sarah Maria Gordon his wife and George D. S. Wandy and Sarah Ann Wandy his wife, and satisfied that the said James F. Gordon and Sarah Maria Gordon, George

All required except in 1854
W. C. W. W. S. J. 1854

D. S. Hardy and Sarah Ann Hardy the persons acknowledging as aforesaid are the identical persons who are named and described as and professing to be the party grantor in said deed conveyance or instrument writing. Taken and certified the day and year above written. James Graves.
State of Maryland, Kent County, etc.

On this eighth day of May in the year Eighteen hundred and fifty ~~four~~ before me the Subscriber a Justice of the Peace of the State of Maryland in and for Kent County personally appears Joseph S. Mitchell the party ^{as Justice or} Mortgagee in the within deed or instrument of writing and made oath on the Holy Evangelists of Almighty God, that the consideration money mentioned and expressed in the within deed of Mortgage is a just and bona fide Consideration as therein set forth.

Sworn to before.
And was accordingly recorded by.
James Graves.
James F. Gordon clk.

Joseph S. Mitchell v.
George D. S. Hardy &
James F. Gordon.
Contract for Sale of Land.

Six
dollars
Stamp.

Articles of Agreement made and concluded this twenty six day of December Eighteen hundred and fifty three by and between Joseph S. Mitchell

of Kent County and State of Maryland of the one part, and James F. Gordon and George D. S. Hardy of the same County and State of the other part Witnesses, that the said Joseph S. Mitchell has bargained and sold unto the said James F. Gordon and George D. S. Hardy and their heirs as tenants in common all his real estate and farm and plantation situate on the Bay Side of Kent County called "Solchester, supposed to contain one thousand and fifty acres of land (after deducting two grass yards and a small quantity of land sold to Thomas Stephens, at and for the sum of twenty seven dollars per acre; a survey is to be made and the quantity to be ascertained and paid for by said survey. The said James F. Gordon and George D. S. Hardy covenant and agree to pay the judgments decrees and awards in the Circuit Court of Kent County and to save and indemnify the said Joseph S. Mitchell and his heirs against said judgments to confess a judgment to said Joseph S. Mitchell for the amount thereof in the Circuit Court of Kent County, and on the payment of the said judgments the said Joseph S. Mitchell is to execute a good and sufficient deed in which his wife is to unite and release all claims of dower, and said deed to be clear of all incumbrances in said land and at the same time the said James F. Gordon and George D. S. Hardy are to execute a Mortgage on the said farm to secure the payment of the balance of the purchase money and in which deed their wives are to unite. A credit of twenty years to be given on the principal of the Mortgage debt, the interest to be paid semi annually on or before the first day of September and February commencing on the first day of September next, and interest to commence on the first day of January next, when possession is to be given of said farm. Joseph S. Mitchell covenants and agrees at any and all times hereafter upon one months notice to receive payments in sums not less than one thousand dollars. Joseph S. Mitchell is to pay the expenses of the survey. In witness whereof the said Joseph S. Mitchell, James F. Gordon and George D. S. Hardy have hereunto subscribed their names and affixed their seals the day and year aforesaid.

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Examined & delivered to Geo. Vickers Esq. August - 30 - 1854