petitioner, to the aforesaid part of the Lands and marsh so sold as aforesaid. And that your petitioner hath satisfyed the said Andrew Barratt, the consideration money for which the said part of the land and marsh aforesaid was sold your petitioner therefore prays your Honors will cause an order of Court to be made, thereby Commanding and Authorizing Jonathan Manlove Esquire the present Sheriff of Kent County aforesaid to execute such lawfull deed or deeds, and to do all other lawfull Acts for the conveying or delivering over the said part of the land and marsh aforesaid, so sold as aforesaid to your petitioner, as the aforesaid Andrew Barratt during his continuance in the office of Sheriff, could or ought to have done by virtue of the aforesaid writ or writs or by any law of this State. And your petitioner, as in duty bound.

Kent County } ss. } 11 Decr 1802 Joseph Barker by
State of Delaware } Be it remembered } his Attorney
(Seal) that on the eleventh day of } Henry M. Ridgely
December in the year of our
Lord one thousand eight hundred and
two the above and within petition being prefered to the Court of Common Pleas held at Dover in and for said County and maturely considered by the same; whereupon it is ordered by the said Court and Jonathan Manlove Esquire the present Sheriff of Kent County aforesaid, is hereby Commanded and authorized to execute such lawful deed or deeds and to do all other lawful Acts for the conveying or delivering over the said part of the lands and tenements in the within petition mentioned so sold as aforesaid to Joseph Barker the purchaser as the officer who sold the same could or ought to have done by virtue of the said writ or writs or by any law of this State. In Testimony whereof I have hereto set my hand and affixed the public seal of said Court the day and year aforesaid.

Joseph Hale
Prothonotary

A True copy Examined and Compared with the Original
the 4th Day of March anno Domini 1803 Attest John Caton Recorder

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This Indenture made the twenty fifth day of february in the year of our Lord eighteen hundred and three Between George Kennard of Kent County in the State of Delaware merchant and Providence his wife of the one part and Benjamin Chew of the city of Philadelphia esquire of the other part, Whereas the said George Kennard by his certain writing obligatory bearing even date with these presents standeth bound to pay to him the said Benjamin Chew his Executors administrators or assigns the penal sum of Twenty five thousand spanish milled dollars conditioned for the payment to him the said Benjamin Chew his certain attorney executors administrators or assigns of the sum of Twelve thousand five hundred spanish milled Dollars with the interest thereon from the eleventh day of January last past to be paid at the several days and times and in the manner in the said obligation or writing obligatory mentioned as by the said obligation or writing obligatory Reference thereto being had may more at large appear And whereas it hath been agreed by and between the said parties that in order the more effectually to secure to him the said Benjamin Chew his attorney Executors administrators or assigns the payment of the said sum and sums of money with the Interest thereon as in the said obligation or writing obligatory is specified he the said George Kennard should and would make execute and deliver a good and satisfactory mortgage to him the said Benjamin Chew upon all that plantation or tract or parcel of land now commonly called and known by the general name of Whitehall Farm situate in Duck Creek Neck on the Northerly side of the creek in Duck creek hundred in the county of Kent in the State of Delaware containing or supposed to contain nine hundred and eighty four acres be the same more or less which said plantation or tract or parcel of land he the said Benjamin Chew and Elizabeth his wife hath this day but previous to the execution of these presents by Deed in due form of law conveyed to him the said George Kennard his heirs and assigns according to certain metes and bounds in the said deed mentioned and described — Now this Indenture witnesseth that for and in consideration of the premises and for and in the further consideration of ten shillings to them the said George Kennard and Providence his wife in hand paid by the said Benjamin Chew the receipt whereof is hereby fully acknowledged they the said George Kennard and Providence his wife have granted bargained and sold aliened enfeoffed released and confirmed and by these do and each of them

doth grant bargain and sell alien enfeoff release and confirm unto him the said Benjamin Chew his heirs and assigns all and every the premises and plantation or tract or tracts or parcel of land now commonly called and known by the name of Whitehall farm situate as is aforesaid be the quantity of land contained therein more or less so as aforesaid conveyed by the said Benjamin Chew and Elizabeth his wife to him the said George Kennard as fully and effectually as though the several metes and bounds courses and distances were herein particularly set forth and described together with all and singular the houses buildings improvements woods ways waters watercourses hereditaments and appurtenances to the same belonging or in any wise appurtaining and the Reversion and Reversions Remainders rents issues and profits thereof and of every part and parcel thereof to have and to hold all and every the premises lands tenements and hereditaments hereby granted or mentioned or intended so to be with all and every their appurtenances and every part and parcel thereof to him the said Benjamin Chew his heirs and assigns to the only proper use benefit and behoof of the said Benjamin Chew his heirs and assigns forever And the said George Kennard doth by these presents for himself his heirs executors and administrators covenant grant promise and agree to and with the said Benjamin Chew his executors adm^rs. and assigns that he the said George Kennard and his heirs the lands and premises aforesaid with their and every of their appurtenances unto him the said Benjamin Chew and his heirs and assigns against him the said George Kennard and his heirs and against all and every person or persons lawfully claiming or to claim by from or under him or his wife or his or her or their heirs or any of them shall and will warrant and forever defend Provided always nevertheless and it is the true intent and meaning of these presents that if the aforesaid George Kennard his heirs executors or administrators do and shall pay or cause to be paid to the said Benjamin Chew his executors administrators or assigns all and every the several sums of money in the herein before mentioned obligation or writing obligatory mentioned together with the interest thereon arising as therein specified at the several days and times therein mentioned then these presents and every clause herein contained shall become null and void any thing herein before contained to the contrary notwithstanding In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first before written —

Sealed & delivered in the presence of
John Cummins. J. // McDowell.

Geo: Kennard (L. S.)
Providence Kennard (L. S.)

Kent County, State of Delaware ss —

Be it Remember'd that on the fourth day of march anno Dom^i 1803 Before me Nicholas Ridgely chancellor of the State of Delaware personally appeared George Kennard and Providence his wife parties to the foregoing indenture and acknowledged the said indenture to be their act and Deed and I hereby certify that the said Providence was examined by me privately apart and out of the hearing of her said husband whereupon the contents of the foregoing indenture being first made known to her she declared that she became party thereto and made her said acknowledgment willingly and freely without being induced thereto by any fear threats or coercion of her said husband In witness whereof I have hereunto set my hand & seal the day & year abovementioned —

Nicholas Ridgely

A True copy Examined and compared with the Original the Eighth day of March Anno Domini 1803 Attest John Caton Recorder