

107. This Indenture made the twenty fifth day of february
in the year of our Lord eighteen hundred and three Between Benjamin
Chew of the city of Philadelphia esquire and Elizabeth his wife
of the one part and George Kennard of Kent County in the State of
Delaware merchant of the other part Whereas there is a certain
tract of land situate lying and being in Duck creek neck on the north
erly side of the creek in Duck creek hundred in the county of Kent in the
State of Delaware which said tract of land was by Letters patent dated the
tenth day of october 1687 granted and confirmed by William Markham
and John Goodson two of the then Proprietary deputies to a certain John
Hilliard his heirs and assigns by the following metes and bounds that is
to say Beginning at a corner white oak standing within ten perches
of the marsh being the ancient corner tree of Whitehall and running
from thence South till it intersect with the creek thence with the creek
bounding therewith to a corner mulberry standing by the landing plant-
ed where there stood formerly a corner hickory then North four hundred
and thirty perches then West two hundred perches to a corner oak,
then South three hundred and twenty perches to the first corner tree
containing and laid out for six hundred acres of land as by the said
patent reference thereto being had may more fully appear And
whereas afterwards that is to say on the third day of September in
the year 1700 the then Commissioners of William Penn the then Pro-
prietary and Governor by their Letters patent duly executed did
grant release and confirm with other lands unto a certain James
Steel and to his heirs and assigns one other tract or parcel of land (si-
tuate lying and being contiguous and adjoining to the tract of land
herein before mentioned and described) by the metes and bounds fol-
lowing that is to say, Beginning at a new corner white oak sap-
lin by the marsh side being also a corner of Thomas Sharpe's land,
thence by a new division line North three hundred and forty perches to a
corner hickory standing in the old back line (which said hickory hav-
ing long since decayed and fallen down a stone was many years ago plan-
ted by and with the consent and approbation of Thomas Collins Tho-
mas Tilton and the aforesaid Benjamin Chew now party to these pre-
sents the then owners and possessors of the adjoining lands in the spot
where the said hickory was well known and acknowledged to have stood)
thence

thence by the said line East one hundred and fourteen perches to an old corner
hickory being also a corner of Jonas Greenwood's land thence by a line of old mar-
shed trees South three hundred and fifty six perches to an old corner white oak
standing near the marsh side thence on the same course twelve perches to the
marsh thence on the same course through the marsh fifty perches thence by
a new line through the marsh west ninety five perches thence by a new
line through the marsh North fifteen degrees west seventy nine perches to
the first mentioned white oak sapling and place of beginning as by the said
patent recorded in the Rolls office at Philadelphia in patent book A.
vol. 4. page 008c. may more at large appear. And whereas the aforesaid
Benjamin Chew party to these presents by sundry mesne conveyances devi-
ces and assurances in the law hath become seised and possessed of the herein
before mentioned and described adjoining two tracts of land and has held and
enjoyed the same together as one plantation or tract or parcel of land under
the general name of Whitehall Farm Now this Indenture wit-
neseth that the aforesaid Benjamin Chew and Elizabeth his wife for
and in consideration of the sum of nine thousand three hundred and
seventy five pounds to them paid or secured to be paid by the said George
Thennard before the sealing and delivery of these presents the receipt
whereof they the said Benjamin Chew and Elizabeth his wife do here
by acknowledge and thereof do hereby acquit and discharge the said
George Thennard his heirs executors and administrators have bargai-
ned and sold aliened enfeoffed released and confirmed and by these pres-
ents Do and each of them doth bargain and sell alien enfeoff release
and confirm unto the said George Thennard and his heirs and assigns all
that farm or plantation or tract or parcel of land now known by the
general name of Whitehall composed of the two tracts or parcels of
land herein before described situate as aforesaid which said farm or plan-
tation or tract or parcel of land composed as is aforesaid of the two tracts here-
in before described is supposed to contain nine hundred and eighty
four acres but be the same more or less together with all and singular
the houses buildings improvements woods ways waters water courses
hereditaments and appurtenances to the same belonging or in any
wise appurtenant and the reversion and reversions remainders
rents issues and profits thereof and of every part thereof and all the
estate right interest use trust claim and demand both in law
and in equity of them the said Benjamin Chew and Elizabeth his
wife of in to and out of the same and every part and parcel thereof
and together also with all and every the estate right title and
interest

119. interest whatsoever which he the said Benjamin Chew hath or may or can have of in and to any land or pieces or parcels of land adjoining to the herein before mentioned larger tract or tracts by reason or in virtue of a certain Entry of a warrant made by him the said Benjamin Chew in the late Proprietary's land office at Philadelphia or by virtue of a like Entry in the Land office established for the Delaware State by an act of Assembly of the said State To have and to hold all and singular the premises lands tenements and hereditaments hereby bargained and sold or mentioned or intended so to be and every part and parcel thereof with all and singular their appurtenances unto the said George Tennard his heirs and assigns To the only proper use benefit and behoof of the said George Tennard his heirs and assigns forever And the said Benjamin Chew doth by these presents for himself his heirs executors and administrators covenant promise and agree to and with the said George Tennard his executors and administrators and assigns that he the said Benjamin Chew and his heirs the lands and premises herein before described with all and every the appurtenances hereby bargained and sold or mentioned or intended so to be unto him the said George Tennard his heirs and assigns against him the said Benjamin Chew and his heirs and all and every person or persons lawfully claim or to claim the same by from or under him or them or any of them shall and will warrant and forever defend. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written —

Sealed & delivered

in the presence of —
Philip Nicklin
Matth^w Lawler

Benjamin Chew — (L.S.)

Elizabeth Chew — (L.S.)

City of Philadelphia fs —

Be it remembered that on the twenty fifth day of February anno Domini 1803. Before me Matthew Lawler esquire Mayor of the City of Philadelphia personally appeared Benjamin Chew of the said city esquire and Elizabeth 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 Elizabeth was examined by me privately apart and out of the hearing of her said husband when upon the contents of the foregoing indenture being made known to her she

she declared that she became party thereto and made her said acknow-
ledgement willingly and freely without being induced thereto by any fear
threats or coercion of her said husband In Testimony whereof I the said
Matthew Lawler Mayor have hereunto set my hand and caused the seal
of the said city of Philadelphia to be hereunto affixed -
Matthew Lawler
Mayor

A True copy Examined and compared with the original this 16th
Day of November Anno Domini 1803 Attest John Caton Recorder

United States ^{of} America

This Indenture made the twentieth day of October in the year
of our Lord one thousand eight hundred and three Between George Smith
of Kent County in the State of Delaware Gentleman of the one part, and
John Miller Junior of the city of Philadelphia merchant, attorney for
Daniel Smith, Joseph S. Lewis and John Clement Stocker assignees
of his estate and effects of the other part Whereas the said George
Smith in and by two certain bonds or obligations bearing date ^{was} herewith
standeth bound unto the said John Miller Junior for the use of his said
assignees in the penal sum of nine hundred and twenty eight dollars
current of the United States conditioned for the payment of four
hundred and sixty four dollars like money, that is to say, two hundred
and thirty two Dollars part thereof on or before the twentieth day of
July in the year of our Lord one thousand eight hundred and four,
and the remaining two hundred and thirty two Dollars on or before
the twentieth day of January in the year of our Lord one thousand eight
hundred and five together with lawful interest for the same as in and
by the recited bonds or obligations will more fully appear now this
Indenture witnesseth that in consideration as well of the afore-
said debt or principal sum of four hundred and sixty four Dollars and
for the better securing the payment thereof with Interest unto the
said John Miller Junior his executors administrators and assigns as
for the sum of one Dollar current money of the United States
to him by the said John Miller Junior at or before the sealing and deli-
very hereof in hand paid the receipt whereof is hereby acknowledged
the said George Smith hath granted bargained and sold, aliened en-
feoffed released and confirmed, and by these presents doth grant bar-
gain and sell, alien enfeoff release and confirm unto the said John
Miller Junior his heirs and assigns, a certain plantation tract or par-
cel of land situate lying and being in Kent County in the State of De-
laware aforesaid and said to contain one hundred and seventy three acres