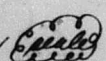
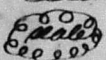


the delivering him self & things of the P. land and premises thereupon
in token of sign thereof in presence of us J^{ms} Aubrey Ephraim
Thomas John Cornish

Westmore & At a Court held for the P. County the 26th day of
November 1712 Robert Smith personally acknowledged the
within Instrument together with the above endorsement to be his
proper act & deed and the lands and premises therein mentioned to
be conveyed to be the just right & inheritance of John Bushrod
Gent^e therein named which was ordered to be recorded -
Test Tho. Sorrells S^t J^{ro}
P^r Cundin flum
Recorate h^oto vid^e X^{mo} 1712

Marsons This Indenture made this twenty sixth day of May
Mortgage in the twelfth year of the Reign of our Sovereign Lady Anne of Great
to Britain &c. Queen defender of the faith &c. and in the year of our Lord
Whitson God one thousand seven hundred and twelve Between Tho^s Marson of
the parish of Caple in the County of Westmore planter of the one part
and Henry Ashton of the parish and County aforesaid Gent^e of the
other part Witnesseth that the said Thomas aforesaid for and in
consideration of the sum of thirteen thousand nine hundred eighty and
seven pounds of Tobacco to him in hand paid or well and sufficiently
secured to be paid by the said Henry Ashton before the sealing and
delivery of these presents the receipt whereof he doth hereby acknow-
ledge and himself to be therewith fully satisfied & paid and thereof
& therefrom doth acquit exonerate and for ever discharge the said Henry
Ashton his heirs executors & assigns by these presents & hath aliened bar-
gain granted sold conveyed assured & for ever confirmed and by these
presents doth fully clearly & absolutely alien grant bargain sell
assured & for ever confirm unto the said Henry Ashton & his heirs &
assigns for ever all that piece parcel tenement plantation & tract of
lands situate lying & being in the County of Westmore aforesaid formerly
in the possession of Richard Jenner, deceased and by him sold & conveyed to
Richard Charles of the said County and by him patented in his own name

and afterwards assigned and made over by the said Seales unto Morgan Jones and by the said Jones sold & conveyed to James Plenco and by the said Plenco by his certain Deeds conveyed & made over unto the said Thomas Marson partly to three parts (the said piece or parcel of land containing two hundred seventy eight acres (be this same more or less) as by the 2^d Patent & severall Deeds on the records of Westmore County relation being thereunto had may more fully appear together with all houses out houses orchards gardens fences woods under woods ways waters & water courses unto the said parcel of land belonging or in any wise appertaining) with their & every of their hereditaments and appurtenances whatsoever and the reversion & reversions remainder and remainders rents issues & profits thereof and also all the estate right title interest property benefit possession claims & demands whatsoever which he the said Thomas Marson now hath may might or ought to have of in to or out of the land & premises before bargained and sold or any part or parcels thereof To Have and to hold the said piece parcellement plantation & tract of two hundred seventy eight acres of land and premises with their & every of their appurtenances unto the said Henry Ashton his heirs and assigns forever to the only proper use benefit & advantage of him the said Henry Ashton his heirs & assigns for ever more. Provided always nevertheless and upon this condition that if the said Thomas Marson his heirs executors & administrators or any of them do & shall well & truly pay or cause to be paid unto the said Henry Ashton his heirs or assigns or any of them the full and just quantity of thirteen thousand nine hundred eighty seven pounds of Merchantable Tobacco in Cask convenient (in the parish of Cople) in the County of Westmore aforesaid on the first day of January next after the date of this presents without fraud covin or further delay that then from and after the payment of the said sum on the aforesaid prefixed day this present Indenture of bargain and sale shall cease determine extinguish & be utterly void and of no effect to all intents constructions & purposes whatever and the said Thomas Marson for himself his heirs executors & administrators Doth covenant & grant to & with the said Henry Ashton his heirs and assigns that he the said Thomas at the enclosing

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The delivery of these presents is lawfully & rightfully signed of the hereby
bargained and sold land & premises with their & wth of their appurte-
nances of a good and indefeasible estate in fee simple and that the
same now is and ever from tyme to tyme and at all tymes for ever here-
after shall remaine the free & clear of and from all & all
manner of former and other gifts, grants leases bargaines sales
and of & from all manner of other incumbrance or incumbrances what-
soever and that he the s^d Henry Ashton his heirs & assigns shall
& may forever hereafter have hold use occupy possess & peaceably and
quietly enjoy the said land & premises with their appurtenances without
the lett hindrance or disturbance of him the said Thomas Mason his
heirs or assigns or of any other person or persons by his or
their means privily consent or procurement And further the said
Thomas Mason for himselfe his heirs &c. doth covenant & agree to & with
the said Henry Ashton his heirs and assigns that he the said Mason his
heirs & assigns shall and will from tyme to tyme and at any tymes here-
after at the reasonable request of the said Ashton his heirs
& assigns and at their proper costs & charges in the law make doe
& execute such further act & acts device & devices in the law for the
further conveying & sure making of the before granted lands &
premises with their appurtenances unto the said Henry Ashton his
heirs and assigns as by his or their Council in the law shall be
required And lastly it is covenanted & agreed by & between the s^d parties and
their heirs &c. that the said Ashton & his heirs shall permit & suffer
the said Thomas Mason his heirs to possess and enjoy all & sin-
gular the said premises with their appurtenances and the rents
issues & profits thereof to take to his & their own proper use untill
default of payment of the Tobacco aforesaid be made contrary
to the forme and true meaning of these presents In Witnesse whereof
the parties first above mentioned to these presents have interchangeably set
their hands & seals the day and year first above written
Sealed & delivered in the presence of
(the words) of a good & indefeasible
Thomas Mason 
Henry Ashton. 

estate in fee simple) being first intimated
Tho. Baker Francis Aubrey Charles Jenkins

Memorandum That upon the 26th day of May one thousand seven hundred & twelve quiet & peaceable possession of the within mentioned lands & tenements was delivered by the within Thomas Mason unto the within Henry Ashton by delivery of Turf & Twiggs of the said Land in the name of the said lands & tenements within mentioned in the presence of us Tho. Baker Francis Aubrey Charles Jenkins

Westm^ost^r At a Court held for the s^d County the 26th day of September 1712 The within Instrument was produced into Court and sworn by the oaths of all the witnesses to the same (together with the indentment thereon) to be the proper act & deed of the within named Thomas & Mason which on motion of Henry Ashton Gent^l also within named was admitted to record

Recordat. Octavo die Decembris 1712
Tho. Sorrell Cl^k for Curiam

Shurman, This Indenture made this twenty fifth day of October 1691 in the eleventh year of the Reigne of our Sovereign Lady Anne by the Grace of God of Great Brittain France & Ireland Queen defender of the faith &c. and in the year of our Lord God one thousand seven hundred & twelve Between John Shurman of the parish of St. Peter in the County of Westm^ost^r Gent^l of the one part and Henry Ashton of the parish & County aforesaid Gent^l of the other part =
Witnesseth that the said John Shurman for divers good causes and considerations him therto moving but more especially for and in consideration of the sum of sixty seven pounds sterd. to him in hand paid or well & sufficiently secured to be paid by the said Henry Ashton at & before the sealing and delivery of these presents the receipt whereof (and himselfe) to be therein fully contented & satisfied he the said John Shurman doth hereby acknowledge and thereof and from