This Indenture made the nine and twentieth day of May Anno Dm one thousand six hundred seaventy and five and in the three and fortieth year of the Dominion of the right honorable Cecilius absolute Lord & proprietary of Maryland & Avalon Lord Barron of Baltimore &c Betweene the Honorable Collonell Nathaniell Utie of Spesutie of the county of Baltimore in the province of Maryland Esquire and Elizabeth his wife of the one part and Ruthen Garrett of the said county of Baltimore and province of Maryland planter of the other part Witnesseth that whereas the said Lord Baltimore by his deed of graunt under his Great Seale used in this province for graunting of lands bearing date at St. Maries the fourth day of March in the thirtieth year of our dominion over the said province of Maryland Anoq Dmini one thousand six hundred sixty & one did for the considerations therein mentioned graunt unto Collonell Edward Carter all that parcell of land called Carters Rest Lying on the West side of Chesepeake Bay on the South side on a creek called Musketto Creek beginning at a marked Red Oake standing upon a point running upp along the said Creek North West & by West for breadth Two hundred perches unto a marked Spanish Oake from the said Oake by a line drawn South West & by West into the Woods for length Three hundred and Twenty perches from the said South West & by West Line by a Lyne drawn South East & by East Two hundred perches from the South East & by East by a Lyne drawne North East & by East Three hundred and Twenty perches to the first marked Oake Conteining & now laid out for four hundred acres more or Lesse together wth all profits & rights thereunto belonging (Royal mines Excepted) To Have and To Hold the same unto him the said Collonell Edward Carter his heirs & assgs for ever under such rents covenants Conditions Limitations & Exceptions as in & by the said Deed of Graunt relation being thereunto had may more at large appear of & in which said Land the said Nathaniell Utie is now rightfully & Lawfully interested & invested & the peaceable possession of the same Now This Indenture Witnesseth that the said Nathaniell Utie & Elizabeth his wife for & in Consideration of the Sum & Quantity Four thousand five hundred pounds of Tobacco to him in hand paid & secured to bee paid at & before the ensealing & Delivery of these presents whereof & wherewith the said Nathaniell Utie doth acknowledge himself to bee fully satisfied and Contented have graunted bargained Sold Aliened Enffeoffed & Confirmed & by these presents doe graunt fully & absolutely bargain Sell alien Enfeoff & Confirm unto the said Ruthen Garrett his heirs & assgs for ever all those one hundred & Eighty acres of Land being part of the above mentioned four hundred acres of Land Called Carters Rest and adjoyneth to another parcell of Land conteyning one hundred and Thirty Acres little more or Lesse one other part of the said Land Called Carters Rest now sold by the said Nathaniell Utie unto one Edward Bedle and which said One hundred & Eighty acres of Land is now sett forth & measured by the said Ruthen Garrett Edward Bedle & one Robert Jones whie hath allso purchased another parcell of Land of & from the said Nathaniell Utie Conteyning Ninety acres of Land little more or less the other part allso of the said four hundred acres of Land Called Carters Rest Togeather with all houses & buildings thereupon built and the Reversion & Reversions Remainder & Remainders of all the said graunted alienned Enffeoffed & Confirmed premisses and allso all the Estate Right Title Interest Claim & Demand whatsoever of them the said Nathaniell Utie & Elizabeth his wife of in & to the same & of in & to every part & parcell thereof and allsoe all woods underwoods & Trees now growing & standing upon the said One hundred and Eighty acres of Lands or any part or parcell thereof To have and To hold The said One hundred and Eighty acres of Land unto him the said Ruthen Garrett his heirs & assgs for ever To the only proper use & behoofe of him the said Ruthen Garrett his heirs & assgs for ever and the said Nathaniell Utie for himself & the said Elizabeth his wife & for his heirs executors & administrators doth covenant promise & grant to & with the said Ruthen Garrett his heirs & assgs by these presents in manner & forme following (that is to say) that hee the said Nathaniell

in:
Edward:
un:
his profitts
nefitts
of:
or:
for

1732
1675
40

Utie for & notwithstanding any act or thing by him or the said Collonell Edward Carter heretofore had made done or suffered to the Contrary is the sole & Lawfull Owner and proprietor of the said Land & premises hereby graunted or meant mentioned or intended to bee hereby Graunted and that for & notwithstanding any act or thing by him the said Nathaniell Utie & the said Collonell Edward Carter or by Either of their meanes consent privity or procurement had made Comitted or done or wittingly or willfully suffered to the contrary now & att the tyme of the ensealing & Delivery hereof standeth and is solely & only rightfully seized And untill the Estate hereby to bee graunted shall bee sufficiently past vested & settled in and upon the said Ruthen Garrett his heirs & assigns shall soe remaine seized of all the premises of a good absolute & perfect Estate to him & his heirs for ever in his own right & to his own use without any condition reversion remainder or Lymitation of use or ufes Estate or Estates in or to any person or persons wtsoever to alter Change Defeat Determine or make void the same And that the said Nathaniell Utie at the time of the Ensealing & Delivery hereof hath in himself full power and Lawfull authority to graunt bargain Sell and Convey the said Lands & premisses hereby graunted or mentioned to bee graunted unto the said Ruthen Garrett his heirs & assigns in manner & forme aforesd and that the said Ruthen Garrett his heirs & assgs & every of them shall & may by force & virtue of these presents from time to time & at all times for ever hereafter Lawfully peaceably & Quietly have hold occupy possess & enjoy all and every the aforesd bargained premisses with their appurtenances without any lett suit trouble or charge whatsoever of or by the said Nathaniell Utie his heirs & assgs or any of them or any other person or persons whatsoever Lawfully Claiming any right title or interest unto the said bargained premisses or any part or parcell thereof and that free & clear & freely and clearly acquitted & discharged or otherwise from time to time well & sufficiently saved & kept harmless by the said Nathaniell Utie his heirs Executors & administrators of & from all & all manner of Gifts Graunts bargains Sales Leases mortgages Joyntures Extents Judgments Executions forfeitures fines issues & amercerment and from all & singular other Titles Troubles Charges Demands & incumbrances whatsoever had made Comitted or done by the said Nathaniell Utie his heirs or assgs or of or by any other person or persons whatsoever lawfully claiming any right title or interest to the said bargained premisses The Rents & Services from henceforth to grow due & payable unto the chief Lord and Lords and the fee or fees thereof only excepted & forprized And the said Nathaniell Utie doth for himself his heirs Executors & administrs Covenant & graunt and with the said Ruthen Garrett his heirs & assgs & every of them That hee the said Nathaniell Utie shall & will the said One hundred & Eighty acres of Land and all & singular the bargained premisses hereby mentioned & Expressed against all persons whatsoever claiming any right or interest into or out of the premisses warrant & defend by these presents unto said Ruthen Garrett his heirs & assgs and the said Nathaniell Utie for himself for the said Elizabeth his wife & for his heirs Executors & administrators doth further covenant promise & graunt to & with the said Ruthen Garrett his heirs & assgs by these presents that hee the said Nathaniell Utie & all & every other person & persons Lawfully Claiming to have or which hereafter shall or may have or claim or rightfully pretend to have any estate right Title or Interest into or out of the premises by from or under him the said Nathaniel Utie his heirs & assignes shall & will from time to tyme and at all times hereafter dureing the space of seven yeares next following the date hereof at the reasonable request Cost & Charges in the Law of the said Ruthen Garrett his heirs & assgs doe make acknowledge Executs & suffer or cause to bee made done acknowledged Executed & Suffered all & every such further lawfull and other reasonable act and acts assurance & assurances in the Law whatsoever for

of and:
Edward
un:
title:
lawfull and