1742 - Benjamin Hammond ..... D.r

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September the 2d. 1742 the above Acct. Allowed of by B Hammond

Borrowed September the third Anno Domi. One Thousand seven hundred & forty Two of the Recorder

H Sheredine Clk Baltimore County court

Sept. 4th 1743 I hereby assign the within Bill of Sale to Mr. Benjamin Hammond for value received. Rob. Digby Rigbie

Test N Rigbie jun.

James Phillips to Roger Berryman

This Indenture made this Twenty eight day of August in the year of our Lord one Thousand seven hundred and forty Two, Between James Philips of Baltimore County Gentleman of the one part and Roger Berryman, of the same County Yeoman of the other part. Witnesseth that for and in consideration of the Rents & Covenants hereinafter reserved, and contained on the part and behalf of the said Roger Berryman his Exrs and Admrs to be paid kept and performed, he the said James Philips hath Demised granted and to farm letten, and by these presents doth Demise grant and to farm lett unto the said Roger Berryman all that Plantation lying on the East side of the mouth of the eastern branch of Bush river, called Bark point, and the land thereto Adjoyning Cultivated or Otherwise, and all the tenements, profits and Appurtenances to the same belonging and Appertaining Together with the following Negro slaves Viz. Toby, Cato, Salana, Jeremiah, Doll and Violett, and Also a plow mare named bouncy a plow horse, five cows one heifer, Two yearolds, Two calves, four breeding sows, fifteen sheep a sized Plow, Collars and Iron Gears and Traces, To have and to hold the said Plantation land Negroes, Mare, horse, Cattle, Plow, and Plow tackling and all and singular the said Premises, with their Appurtenances unto the said Roger Berryman his Exrs Admrs & Assigns from the first day of January Next Ensuing for and during and unto the full End and term of Ten Years from thence Next ensuing and fully to be Compleated and ended; Yeilding and paying therefore Yearly and every Year during the said term unto the said James Philips his Exrs Admrs And Assigns the rent or Quantity of Eight Thousand Pounds of Merchantable Tobacco in Cask on the first day

Day of June, And the said Roger Berryman for himself his heirs Exrs Admrs & Assigns doth Covenant and grant to and with the said James Phillips his heirs Exrs & Admrs by these presents, that he the said Roger Berryman shall and will during the said Term, hereby Demised well and truly pay or cause to be paid unto the said James Phillips his heirs Exrs and Admrs the said Yearly Rent or Quantity of Eight Thousand Pounds of Merchantable leaf Tobacco, on the day and time and in Manner and form above Mentioned for Payment thereof, According to the Reservation thereof as aft. And the true Intent and Meaning of these Presents; And the said Plantation in reasonable Repair and Order, Land, Negroes and horse; with the Negroes left the Negroes and horse are living, and in Case of the death of them or any of them or any Other Negro or Negroes horse or horses hereafter to be delivered to the said Roger Berryman his Exrs Admrs or Assigns, by the said James Philips his Exrs or Admrs in the stead of any that should happen to Dye or at the end of the said Term, unto the said James Philips his Exrs or Admrs shall and will peaceably leave and Yeald up, and will Also Deliver unto the said James Philips his Exrs & Admrs and leave on the said Plantation thirty Barrells of Indian Corn, and a plow, mare, five Cows a heifer, Two Year Olds, Two Calves four breeding sows, fifteen sheep a sized Plow, Collars and Iron Gears & traces (of equill Value to what he is to Receive) in Lieu of the said Demised Mare Cattle Negro Plow & Plow, Utensells and of thirty Barrells of Indian Corn herein after Covenanted to be delivered to the said Roger Berryman his Exrs Admrs and Assigns And the said James Phillips for himself his heirs Exrs & Admrs doth Covenant and Grant to and with the said Roger Berryman his Exrs Admrs & Assigns that he the said Roger Berryman, his Exrs Admrs and Assigns paying the said yearly rents of Eight Thousand Pounds of Merchantable Tobacco, and performing all and every the Covenants and agreements herein before Contained which on his or their parts & behalfs are or Ought to be paid done and performed shall and Peaceably & Quietly have, hold, use Occupy, possess & enjoy, the said Plantation, Land, Negroes Mare horse, Cattle Negro Plow and Plow, Utensells, and All & singular the said Premises with their Appurtenances hereby Demised; for and during the term hereby granted, without any lawfull lett (first)