

**Deed, DE, New Castle, JOHN BRYAN to NATHANIEL BRYAN, 1735**

THIS INDENTURE made the 15th day of May in the eighth year of the reign of our Sovereign Lord George II over Great Britain and in the year of Our Lord 1735.

BETWEEN **JOHN BRYAN** of the county of New Castle on Delaware, Yeoman, of the one part and **NATHANIEL BRYAN**, son of the said **JOHN BRYAN**, of the county aforesaid, Yeoman, of the other part.

WITNESSETH THAT whereas there is a tract of land situated, lying and being on the south side of White Clay Creek in the county of New Castle aforesaid:

Beginning at a Corner Stone standing by White Clay Creek being also a corner of **SAMUEL JOHNSON's** land; and runs thence by said **SAMUEL JOHNSON's** line binding on the same S 254 perches to a corner Red Oak sapling being part a corner of **JOHN CRAIG's** land; thence along said **JOHN CRAIG's** land; binding thence N 83 degrees easterly 137 perches to **JOHN CROSS' line**; thence along said **CROSS' line** and binding on the same N 242 perches to White Clay Creek; thence along the said Creek and binding thereon westerly 137 perches to the place of beginning.

Containing Within those bounds 212 Acres be the same more or less.

WHICH SAID land the said **JOHN BRYAN** purchased from **JAMES CRAIG** and **ELIZABETH [CRAIG]** his wife as appears by deed of sale and release under their hands and seals duly executed dated the 21st day of April 1732 Court and recorded in the rolls office at New Castle in lib: K, page 47-48 & c.

NOW THIS INDENTURE FURTHER witnesseth that the said **JOHN BRYAN** for the good will and natural affection he beareth unto his said son **NATHANIEL BRYAN** as also for and in consideration that the said **NATHANIEL BRYAN** pay all the remainder of the purchase money not yet paid when the said **JOHN BRYAN** was to pay for the above said tract of land that is to say all the money due to the loan office at New Castle upon the said land has also one bond of £23, which said bond the said **NATHANIEL BRYAN** have already paid and delivered unto **JOHN BRYAN**, he the said bond before the ensealing and delivery of these presents, the receipt whereof the said **JOHN BRYAN** does hereby acknowledged and himself fully satisfied and paid from every part and parcel thereof, he granted, bargained aliened, enfeoffed, released and confirmed and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said **NATHANIEL BRYAN** all the above mentioned tract of land of 212 acres as above butted and bounded together with all woods, under woods, ground and soil of the same, with all buildings and improvements in and upon the same, or any part thereof, with all the ways, waters, water courses, meadows, marshes, swamps, cripples, liberties, easements, rents, profits, advantages, hereditaments and appurtenances to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, profits thereof and the estate, right, title, possession, property, claim and demand of the said **JOHN BRYAN** of, in, or two, the hereby granted land and premises and every part and parcel thereof with their appurtenances all deeds, patents, writings, evidences touching or concerning the same.

TO HAVE AND TO HOLD the said 212 acres of land, hereditaments and premises hereby granted or mentioned or intended to be mentioned here by granted and every part and parcel thereof with the appurtenances under the said **NATHANIEL BRYAN** his heirs and a signs the only proper use and behoove of the said **NATHANIEL BRYAN** and his heirs and aforesaid forever.

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AND THE SAID **JOHN BRYAN** for himself his heirs, executors and administrators doth covenant, promise, grant, and agree to and with the said **NATHANIEL BRYAN** his heirs and a Signs by these presents that he the said **JOHN BRYAN** and his heirs D said tract of land heredita months and premises hereby granted and every part and parcel there of with their appurtenances unto the said **NATHANIEL BRYAN** his heirs and assigns against the said **JOHN BRYAN** his heirs or assigns against all and every other person or persons whomsoever lawfully claiming or to claim the same by, from, or under him, them, or any of them shall and will warrant and forever defend by these presents.

AND that he, the said **NATHANIEL BRYAN**, his heirs and assigns shall and may by force and virtue of these presents from time to time and at all times hereafter lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said land and the afore granted premises with their respective appurtenances and have and receive and take the rents, issues, prophets there of to their own proper use and behoof forever Without any lawful let, suit, trouble, denial, interruption, eviction or disturbance of him the said **JOHN BRYAN**, his heirs or assigns, or any other person or persons whatsoever by, from, or under him, them, or any of them, or by his, or there, means, act, privity or procurement and that freely and clearly acquitted exonerated and discharged or otherwise from time to time and at all times hereafter well and sufficiently saved and kept harmless by him this at **JOHN BRYAN** his heirs, executors and administrators and from all former gifts, grants, bargains, sales, leases, mortgages, jointure, dower, title, recognizances, extents, judgments, executions, entails, rents, arrearages of rents, fines, issues, amercements and from all trouble and demands whatsoever see if before mentioned mortgages in the loan office the quit rents due and become due to the lord of the fee only accepted and foreprized.

AND THE SAID **JOHN BRYAN** his heirs, executors, administrators shall and will at any time hereafter in upon the reasonable request cost in charges in the law of the said **NATHANIEL BRYAN** his heirs and assigns make, do and form execute or cause to be made done or perform and executed all and every such further lawful and reasonable act and acts, thing and things, device and devices, assurances and conveyances in the law whatsoever for the further better and more effective issuance and sure making of all and singular day before hereby granted premises with their respective appurtenances as by the said **NATHANIEL BRYAN** his heirs and assigns or by his and their council learned in the law shall be reasonably advised or required.

In witness whereof the said **JOHN BRYAN** have hereunto set his hand and affixed his seal the day in year and month first above written.

**JOHN BRYAN** {seal}

Sealed and delivered in the presence of us

**JAMES BRYAN**  
**JAMES ARMITAGE**

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Acknowledged in open Court of Common Pleas held for the county of New Castle in May term 1735.

Witness my hand and seal of the county aforesaid

**DAVID FRENCH**, prothonotary

recorded and by me compared to the original, ??? 2nd 1735

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Transcribed from original documents by Brent R. **BRYAN** & Martha M. **BRYAN**.

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