

**Page 1 [Front]:**

[typescript; handwritten additions in **bold**]

This Indenture, made the **twenty seventh** day of **December** in the year of our Lord one thousand eight hundred and **eighty six (1886)** BETWEEN **William L Garrett of the City of Philadelphia in the State of Pennsylvania, Debby Garrett, singlewoman, and Wilmer H Garrett both of the Township of Willistown in the County of Chester and State aforesaid, Thomas T Worrall of the County of Cecil in the State of Maryland and Rebecca G Worrall his wife, and Nathan M Garrett of Jackson in the State of Michigan (the said William L, Debby, Wilmer H, Rebecca G, and Nathan M being the children and devisees of Nathan Garrett late of the Township of Willistown aforesaid deceased as hereinafter mentioned) all parties of the first part, and the Provident Life and Trust Company of Philadelphia Trustees for Elizabeth M Adams** of the other part.

Whereas, the said **Parties of the first part** in and by a **certain** Obligation or Writing obligatory under **their hands and** seals duly executed, bearing even date herewith, stand **firmly** bound unto the said **The Provident Life and Trust Company of Philadelphia, Trustees as aforesaid**, in the sum of **sixteen thousand four hundred dollars** lawful money of the United States of America, conditions for the payment of the just sum of **Eight thousand two hundred Dollars** lawful money as aforesaid, **at the expiration of five years from the date thereof** Together with interest **thereon** payable **half yearly** at the rate of **five** per cent. per annum, without any fraud or further delay; and for the production to the said Obligees **their Successors** or Assigns, on or before the **thirty first** day of **December** of each and every year, of receipts for all taxes of the current year assessed upon the mortgaged premises. Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of interest as aforesaid, for the space of **thirty** days after any **half yearly** payment thereof shall fall due, or in such production to the Obligees **their Successors** or Assigns, on or before the **thirty first** day of **December** of each and every year, of such receipts for such taxes of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid shall, at the option of the said Obligees **their Successors** or Assigns, become due and payable immediately; and payment of said principal debt, and all interest thereon, may be enforced and recovered at once, any thing therein contained to the contrary notwithstanding. And provided further, however, and it is thereby expressly agreed, that if at any time thereafter, by reason of any default in payment, either of said principal sum at maturity, or of said interest, or in production of said receipts for taxes, within the time specified, a Writ of Fieri Facias is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a Writ of Scire Facias is properly issued upon this Indenture of Mortgage, an attorney's commission for collection, viz: **Five** per cent., shall be payable, and shall be recovered in addition to all principal and interest, besides costs of suit, as in and by the said recited Obligation and the Condition thereof, relation being thereunto had may more fully and at large appear.

Now this Indenture witnesseth, That the said **Parties of the first part** as well for and in consideration of the aforesaid debt or principal sum of **Eight thousand two hundred Dollars** and for the better securing the payment of the same, with interest as aforesaid, unto the said **The Provident Life and Trust Company of Philadelphia Trustees as aforesaid** at and before the

sealing and delivery hereof, the receipt whereof is hereby acknowledged; **Have** granted bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents **Do** grant, bargain, sell, alien, enfeoff, release and confirm unto the said **The Provident Life and Trust Company of Philadelphia, Trustees as aforesaid, their Successors and Assigns, all that certain Tract of Piece of Land with the Buildings and Improvements thereon erected situate in the Township of Willistown in the County of Chester and State of Pennsylvania**

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and bounded and described as follows to wit: Beginning at a point on Chester Road a corner of land formerly of John Rowland now or late of John Johnson thence extending by said land North sixty two degrees East One hundred and thiry nine perches to a heap of stones thence partly by land formerly of said John Rowland and now or late of Davis Garrett and partly by land now or formerly of Amos Garrett North Twenty Eight and a half degrees West two hundred and fifteen and one tenth perches more or less to a stone a corner of land formerly of Thomas Cox and now of the Methodist Episcopal Church thence by said Church's land and land now or late of Joaquin Bishop, South Sixty four degrees West Eighty seven and ninety seven one hundredths perches to a stone thence by said land now or late of said Joaquin Bishop North Twenty seven and three quarters degrees West Ten and eight tenths perches to a stone and thence still by said last mentioned land South Sixty four degrees West Forty five perches to a stone in the said Chester Road in the line of land formerly of Abner Garrett and now or late of Joshua L Garrett and thence extending along said Road and by said land and lands now or late of William Baker and R.B. Smedley South Twenty eight and one half degrees East Two hundred and Twenty six and four tenths perches more or less to the place of beginning: Containing one hundred and eighty five acres more or less (Which said Tract of Piece of Land is composed of three adjoining Pieces of Land: one of which William Garrett and wife by Indenture dated the Eleventh day of the Twelfth month A.D. 1807 and recorded at West Chester in Deed Book C.3. page 262, &c, granted and conveyed unto Nathan Garrett in fee, who being so thereof seized departed this life intestate leaving to survive him two children (viz Debby L Cope wife of Gerard Cope and Nathan Garrett as his only heirs at law to and in whom the said Tract of Land descended and vested in fee according to law. And the said Gerard Cope and Debby L. his wife by Deed Poll bearing no date but duly acknowledged on the Thirtieth day of March A.D. 1830 and recorded at West Chester the same day in Deed Book C 4 Vol 75 page 400 &c, granted and released all their interest and Estate in the said Tract of land unto the said Nathan Garrett in fee. One other of which said adjoining Pieces of Land the said William Garrett in and by his last Will and Testament dated the Twenty fourth day of the Fifth month A.D. 1827 since his decease duly proved to wit on the Sixteenth day of June A.D. 1832 before the Register of Wills in and for the said County of Chester and remaining on file and of record in the office of the said Register at West Chester gave and devised unto his grandson the said Nathan Garrett in feed: And the remaining Piece of Land Thomas Cox and wife by Indenture dated the First day of April A.D. 1833 And recorded at West Chester in Deed Book D Vol 5 page 626, &c granted and conveyed unto the said Nathan Garrett in fee. And the said Nathan Garrett being so seised in his demesne as of fee and in the said three adjoining Pieces of Land making together the hereinabove described and granted

Tract of Land afterwards departed this life having first made and published his last Will and Testament in writing bearing date the Twenty sixth day of March AD 1881 since his decease duly proved to wit on the Fourteenth day of April AD 1881 before the Register of Wills in and for the said County of West Chester and remaining on file and of record in his office at West Chester, wherein and whereby after making sundry bequests of personal property he did will and devise as follows to wit "All the rest and residue of my Estate real personal and mixed of which I shall die possessed or to which I shall be Entitled at my decease I give devise and bequeath to be Equally divided between and among my five children, namely, William L. Garrett, Debby Garrett, Wilmer H. Garrett, Rebecca G. Worrall, and Nathan M. Garrett share and share alike")

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Together will all and singular the **Buildings, Streets, Alleys, Passages** Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof,

To have and to hold the said **Tract or Piece of Land with the Buildings and Improvements thereon erected above described** Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said **The Provident Life and Trust Company of Philadelphia, Trustees as aforesaid, their Successors** and Assigns, to and for the only proper use and behoof of the said **The Provident Life and Trust Company [^of Philadelphia] Trustees as aforesaid their Successors** and Assigns for ever.

Provided always, nevertheless, that if the said **Parties of the first part of any of them their or any of their Heirs Executors Administrators** or Assigns, do and shall well and truly pay, or cause to be paid, unto the said **The Provident Life and Trust Company of Philadelphia, Trustees as aforesaid, their Successors** or Assigns, the aforesaid debt or principal sum of **eight thousand two hundred Dollars** on the \_\_\_\_\_ day and time hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the said Obligees **their Successors** or Assigns, on or before the **thirty first** day of **December** of each and every year, receipts for all taxes of the current year assessed upon the mortgaged premises, without any fraud or further delay, and without any deduction, defalcation or abatement to be made of any thing, herein mentioned to be paid or done, that then, and from thenceforth, as well as this present INDENTURE, and the estate hereby granted, as the said recired Obligation shall cease, determine and become void, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. AND PROVIDED ALSO, that it shall and may be lawful for the said **The Provident Life and Trust Company of Philadelphia, Trustees as aforesaid, their successors** or Assigns, when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made for the space of **thirty** days in the payment of interest on the said principal sum, after any **half yearly** payment thereof shall fall due, or in case there shall be default in the production to the said Obligees **their Successors** or Assigns, on or before the **Thirty first** day of **December** of each and every year, of

such receipts for such taxes of the current year assessed upon the mortgaged premises, to sue out forthwith a Writ or Writs of Scire Facias upon this Indenture of Mortgage, and to proceed thereon to judgement and execution, for the recovery of the whole of said principal debt, and all interest due thereon, together with an attorney's commission for collection, viz: **five** per cent, besides costs of suit, without further stay, any law, usage or custom to the contrary notwithstanding

IN WITNESS WHEREOF, **the said Parties to these Presents have hereunto interchangeably set their hands and seals**

**Dated the day and year first above written.**

**Wm GARRETT [SEAL]**

**DEBBY GARRETT [SEAL]**

**WILMER H GARRETT [SEAL]**

**THOMAS F WORRALL [SEAL]**

**REBECCA G WORRALL [SEAL]**

**NATHAN M GARRETT [SEAL]**

SEALED AND DELIVERED

IN THE PRESENCE OF US

**The words "of Philadelphia" on the eleventh of this page having been first interlined**

**WILLIAM BARBER**

**FRANCIS WINDLE**

**On the twenty seventh day of December Anno Domini 1886, before me the Subscriber a Notary Public of the State of Pennsylvania residing in West Chester personally appeared the above named Nathan M Garrett and in due form of law acknowledged the above indenture of mortgage to be his act and deed and desired the same as such might be recorded according to law**

**Witness my hand and notorial seal the day and year aforesaid WILLIAM L BARBER Notary Public**

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**On the twenty seventh day of December Anno Domini 1886 before me the Subscriber, a Notary Public of the State of Pennsylvania duly commissioned and qualified, residing in West Chester personally appeared the aforementioned Thomas T Worrall and Rebecca G his wife And in due form of Law acknowledged the foregoing Indenture of Mortgage to be their and each of their act and deed and desired the same as such might be recorded according to law. And the said Rebecca G being of full age and separate and apart from her said husband by me thereon privately examined and the full contents of the foregoing Indenture of Mortgage being by me first made known unto her, did thereupon declare and say that he did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the foregoing Indenture of Mortgage without any coercion or compulsion of her said husband.**

Witness my hand and notarial seal the day and year aforesaid  
**WILLIAM BARBER**  
Notary Public

On the twenty seventh day of December Anno Domini 1886 before me the Subscriber a  
Notary Public of the Commonwealth of Pennsylvania, duly commissioned and qualified,  
residing in West Chester personally appeared the aforementioned Wm L Garrett, Debby  
Garrett and Wilmer H Garrett and in due form of law acknowledged the foregoing Indenture  
of Mortgage to be their act and deed and desired the same as such might be recorded  
according to law

Witness my hand and notarial deal the day and year aforesaid  
**WILLIAM BARBER**  
Notary Public

**ED Adamns**  
Mortgage

**William L Garrett et al**  
**To**  
**The Provident Life and Trust Company of Philadelphia Trustees, &c**

**\$8200 5yrs**

[hard to make out the handwriting here; but satisfied 4 Dec 1891]

Recorded in the Office for Recording of Deeds in and for **Chester County Penna** in Mortgage  
Book **X3 Vol** No **72** page **342** &c

Witness my hand and seal of Office this **Twenty ninth**  
day of **December** Anno Domini **1886**  
[illegible signature] Recorder