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## 02 Partial Transcription of the 1829 Everhart Deed

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74

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## ***Partial Transcription of the 1829 Everhart Deed***

**NOTE:** This deed was transcribed by Dr. Jim Jones, a West Chester University history professor, from a photocopy made from microfilm of the original deed in the collection of the Chester County Archives, 601 Westtown Road, West Chester PA 19382. Comments in [*square brackets*] were added by the transcriber.

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### **Chester County Deed Book B4, pages 135-137.**

William Wollerton et ux to William Everhart, Esquire

This Indenture, made the nineteenth day of February in the year of our Lord one thousand eight hundred and twenty nine

Between William Wollerton of the Borough of West Chester in the County of Chester and the State of Pennsylvania, Yeoman, and Rebecca, his wife, of the one part, and William Everhart Esq., being of the same place, Merchant, of the other part.

Whereas Edward McClosky and Margaret his wife, by two several Indentures under their hands and seals, one of them bearing the date the thirteenth day of October, Anno Domini 1800, and Recorded in the [*illegible*] offices of Chester County aforesaid, in Deed Book S 2, vol. 42, page 520 &c., the [*illegible*] the fifth day of June, Anno Domini, 1807? and recorded in the office aforesaid, in Deed Book [*illegible*] page 473 &c., did grant and convey unto the said William Wollerton and his heirs and assigns, a certain Lot of ground situate on the Wilmington Road or High Street, in the borough aforesaid, Containing two Acres with the appurtenances to hold the same to him, his heirs and assigns forever, as by the said recited Indentures, recourse being thereunto had, appears --

And Whereas John Rankin by Indenture under his hand and seal, bearing date the twenty-ninth day of March, Anno Domini 1808, and Recorded in the office aforesaid in Deed Book C 3, vol. 51, page 109 &c, did grant and convey unto the said William Wollerton and to his heirs and assigns, a certain messuage and plantation or Lot of land situate in the borough aforesaid, adjoining the above mentioned Lot. Containing one hundred Acres and eighty-four perches with appurtenances. To hold the same to him, his heirs and assigns forever, as by the said recited Indenture, recourse being thereunto had, appears --

And whereas Joshua Weaver and Mary, his wife, by Indenture under their hands and seals, bearing date the sixteenth day of February, Anno Domini 1825, and Recorded in the office aforesaid in Deed Book B 4, vol. 74, page 52 &c, did grant and convey unto the said William Wollerton and to his heirs and assigns, a certain lot of ground situate on the Westerly side of Church Street in the borough aforesaid, adjoining the above mentioned tracts. Containing about seventeen square perches with the appurtenances. To hold the same to him, his heirs and assigns

forever, as by the said last above recited Indenture, recourse being thereunto had, appears --

Now this Indenture witnesseth that the said William Wollerton and Rebecca his wife, for and in consideration of the sum of sixteen thousand Dollars lawful money of the United States to them in hand, well and truly paid by the said William Everhart, Esquire, at and before the unsealing and delivery here of the Receipt whereof they do hereby acknowledge, and thereof acquit, exonerate and forever discharge the said William Everhart, Esquire, his heirs, executors, and Administrators, by these presents have granted, bargained, sold, aliened, estopped, released, and confirmed, by these presents do grant, bargain, sell, alien, estopp, release and confirm unto the said William Everhart, Esquire, and his heirs, and assigns,

All that certain messuage and plantation or tract of land situate in the Borough aforesaid, consisting of and including the whole of first and third [*illegible*] and part of the second lots or tracts above mentioned [*illegible*] and described [*illegible*]

Beginning at a corner of Patton's orchard in a line of Nathan L. Sharpless and hence by said orchard north thirty-five degrees and an half west nine perches and [*illegible: one?*] tenths and north fifty-three degrees and three quarters east twenty- seven perches to the Wilmington Road or High Street, thence along the same north thirty-six degrees west eleven perches and nine-tenths to the corner of Jesse Green's lot.

Thence by said lot south fifty-four degrees and one half west ten perches and eight tenths to the southwestern corner of said lot, thence by the same and sundry other lots North thirty degrees West thirty-two perches to a corner of Olaf Stromberg in a line of John Babb's lot, thence by said Babb's Lot South fifty- four degrees west two perches and north thirty-six degrees west ten perches and two tenths to a corner of said lot in the south line of South Street, thence along the same South Street sixty- two degrees and a half west twelve perches and one tenth to the westerly line of Church Street, and along the same North thirty- two degrees and a quarter West five perches and two tenths to the corner of James Hutchinson's lot, thence by the said Lot South sixty-four degrees and a half west ten perches, South twenty-six degrees and a three quarters East one perch and nine tenths, and by the same and sundry other Lots south sixty-two degrees and three quarters West forty-one perches and six tenths to the Southwesterly corner of James Tillum's Lot., thence by said last mentioned lot, north twenty-six degrees and three quarters west ten perches, south sixty-two degrees and three quarters, West six perches and one tenth, and North twenty-six degrees and three quarters west nine perches and sixty-five hundredths to the middle of the road leading to Jefferis' ford on Brandywine, thence along the same south sixty-four degrees west one hundred and twenty-five perches to a corner of William Bennett's land in said road, in a line of John C.? Townsend's lands, thence along said line twenty-eight degrees and three quarters East, ninety- one perches and two tenths to a corner of Nathan H. Sharpless' lands, and thence by the said Sharpless' lands North sixty-two degrees and three quarters East one hundred and eighty-nine perches to the Beginning.

Containing one hundred and two acres be the same more or less.

Together with all and singular houses, barns, buildings, gardens, orchards, meadows, woods, streets, alleys, ways, waters, water courses, rights, [*illegible*], privileges, improvements,

hereditaments and appertenances whatsoever thereunto belonging or [*illegible*] and the reversions and remainders, rents, issues and profits thereof, and also all that Estate and Estates, Rights, Tolls, Interest, Property, Claims and Demands whatsoever of them the said William Wollerton and Rebecca his wife in law or equity or otherwise howsoever of in to or out of the same.

To have and to hold the said Messuages and Plantation or Tract of one hundred and two acres of land above described, hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances under the said William Everhart, Esquire, his heirs and assigns to the only proper use and behoof of the said William Everhart, Esquire, his heirs and assigns forever. And the said William Wollerton, for himself, his heirs, Executors, Administrators, doth covenant, promise, grant and agree to and with the said William Everhart, Esquire, his heirs and assigns, by these presents, that the said William Wollerton and his heirs, the said above-mentioned and described Messuages and tract of one hundred and two acres of land ... [*language conveying every conceivable right from Wollerton to Everhart*].

In witness whereof the said parties to these presents have [*illegible*] set their hands and seals hereunto dated the day and year first above written. William Wollerton. Rebecca Wollerton. Sealed and delivered in the presence of James M. Gibbons, Thomas Williamson, Chester County.

So be it remembered on the nineteenth day of February Anno Domini one thousand eight hundred and twenty-nine before me the subscriber one of the Justices of the Peace in and for the County of Chester aforesaid, personally came William Wollerton and Rebecca his wife, the grantors above named, and severally acknowledged the above written Indenture to be their act and deed in order that it might be Recorded as such according to Law. The said Rebecca, being of full age and by me duly examined separate and apart from her said husband, and the Contents thereof being first fully made known to her, declared on said separate examination that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the said Indenture without any coercion or compulsion of her said husband. In testimony whereof I have hereunder set my hand and Seal the day and year aforesaid. James M. Gibbons. Recorded February 19, 1828.

**NOTE:** *The year of the last date is an error. It should be 1829.*