1690 Nov 8 Joshua Tittery and Richard Townsend to Andrew Robeson Sr. and Charles Sanders Version 2 (Other version missing the bottom lines)
See 16th line for the references to the Saw and Corn Mills on the west side of the Wissahickon Creek. See 1686 Lease Turner to J Tittery for a transcrption of the boundaries (pre-mill erections) and see Lease addendum 4 April, 1691 Josuha Tittery and Richard Townsend adding John Tyzache for details of the same boundaries as of that date now including a Saw and a Corn Mill.

Ln 16

This Indenture made this Eighteenth day of the Nineth Month Anno Dom 1690 Between Joshua Tittery of the County of Philadelphia in the Province of Pennsilvania in America broad glass-Maker with consent of Richard Townsend of the sd place mill wright of the one part, And Andrew Robeson & Charles Sanders both of the sd County & Province Merchants of th' other part, Whereas Rob: Turner of the sd town & County Merch, by his Leases Indented under his hand & seal, hath demised, granted & to farm letten to the said Joshua Tittery his heirs & assigns, a peice of land in the said County being part & parcell of his five Hundred acres of land called Shoemack park) Beginning at a corner marked birch tree standing by the Skull kill river Thence East North East Two Hundred twenty three perches to a corner marked popple standing upon the publick Ferry from thence downe the severall courses of the sd river by south West & by south Twenty perches, Thence South West Twenty perches, Thence South South West fifte six perches, Thence West & by North fourty perches, Thence South West Thirty four perches, Thence South South West fourty perches unto Skull kill Creeke, Thence North West by the sd Skull kill Creek Eighty four perches to the sd first marked birch tree, being the place of beginning containing fifty & a halfe acres of land, With all its Improvements & appurtenances thereunto prest, from the Nineteenth day of June 1686 the date of the sd Leases, for one Hundred & one years under the yearly rent of twentie five shillings & three pence current Monie of the sd Provinde payable at the dwelling house of the sd Rob: Turner in Philadelphia for the time being upon the first day of Janry & the first of July yearly during the sd term, as the sd Rentes of Leases containing a clause of distres, reentrie, repair, of payme of Six pence quitt rent yearly for the same upon the said first day of July yearly during the sd terme, a Claus of Ingress & Regress & of quiet enjoying, as also severall other Mutuall clauses & Covenants at more length proports And Whereas the sd Joshua Tittery Richard Townsend & John Tyzacke have entred into a Joint Copartnership in the sd land & other things in Manner in the sd Indentures of Copartnership Mentioned dated the Twenty fifth day of March 1689 Now these present Indentures Witnesseth that the said Joshua Tittery with consent of the said Richard Townsend ford in Consideration of the Sum of threescore pounds lawfull Monie of the sd Province to them in hand paid by the sd Andrew Robeson & Charles Sanders the receipt whereof they doe hereby acknowledge, & therof doe acquitt exonerate & discharge the sd Andrew Robeson & Charles Sanders their heirs exters & admrs forever by these presents Have given, granted, aliened bargained, Sold, enfeoffed Confirmed demised & assigned & by these pnts doe give, grant alien, bargain, Sell, enfeoffe confirm demise & assign to them the said Andrew Robeson & Charles Sanders their respective heirs & assigns equallie between them One full Just & equall undivided Moietie & halfe part of the sd fifty & a halfe acres of land Leases & premisses With the one full Just & equall undivided Moietie & halfe part of all the titles land improvements houses, Saw & Corn mills, & of all the Iron worke timber worke, Mill Stones, tooles & Implements now belonging unto or which are Intended to belong unto, & are provided for, & Intended to be Provided for the Mills aforesaid, as also of all other timber & wood sawn or unsawn & that free & clear & freely & clearly acquitted & discharged & by them the sd Joshua Tittery & Richard Townsend respective saved harmless of & from all Manner of Debts, engagments & Incumbrances whatsoever or howsoever preceding the date hereof, & the reversions remainders rents & profits therof, & all th' estate, right, title, Interest, use possession properties, claim & demand whatsoever of them the sd Joshua Tittery & Richard Townsend of in & to the said premisses To have & to hold the sd one full Just & equall undivided Moietie & halfe part of the sd land, premisses & Improvements aforesd, & every part & parcell of the same to them the sd Andrew Robeson & Charles Sanders their respective heirs exters & admrs & assigns equallie between them during & unto the full end & term yet to come & unexpired of the sd one Hundred & one years mentioned in the leases above expresst, And that under their the sd Andrew Robeson & Charles Sanders & their severallie respectivelie their payment of their proportionable part of the yearly rents & their performance of the other Duties & particular Covenants in the sd Leases & Indentures of Copartnership mentioned to performed by the sd Joshua Tittery to the sd Rob: Turner & to the sd John Tyzacke respectivlie & no other wise, & in & to all the Covenants Clauses articles restrictions, conditions & limitations therein contained Conceived in favors of them the sd Joshua Tittery & Richard Townsend & their & above written They the sd Joshua Tittery with consent of Richard Townsend doe assign the sd Andrew Robeson & Charles Sanders & their & above written in as ample Manner as if the same were here in again particularlie expressed & set downe And the sd Joshua Tittery with consent of the sd Richard Townsend doe Covenant promise & grant for themselves & their heirs that they the sd assignment of the sd Leases & Rentes of Copartnership during the years yet to come & unexpired of the sd one Hundred & one years to them the sd Charles Sanders & Andrew Robeson respectivlie & to their respective heirs & assigns against them the sd Joshua Tittery & Richard Townsend & their heirs & assigns as also against all others claiming or to claim by from or under them or either them, or their or either of their heirs, or by his, their, or either of their, or their respective heirs or assigns their Means privity consent or procurement shall & will warrant & for ever defend by these presents And that they have not done nor suffered any act whatsoever whereby the sd granted & demised premises or any part therof is, are, may shall or may be by any Means lawfullie Impeached charged or encumbred in any manner of way In Witness whereof the parties first above written to these presents have to these present Indentures Interchangeably Sett their hands & Seals the day & date first above setten

Joshua Tittery Richard Townsend John Tyzack