

History of  
Dougherty-Ensmenger House  
Nathan and Deborah Ensmenger  
4809 Horseshoe Pike Caln Township  
Chester County, Pennsylvania

The story of this house is largely the story of the Horseshoe Pike. The part of the house dating back to the 18th century likely functioned as a toll house during the glory days of the Pike as a toll road, and that is its claim to a place in history. Soldiers wounded at the Battle of the Brandywine probably passed it on the way to the makeshift hospital at the Ephrata Cloisters, and it certainly saw countless Conestoga wagons carrying produce and other freight back and forth between Philadelphia and Harrisburg. In 1803 the Downingtown, Ephrata, and Harrisburg Road Company was formed, and tolls were set at three cents for every five miles for a horse or mule, nine cents for a two-horse conveyance, and twenty cents for a four-horse wagon. People going to church or a funeral passed free.

Few toll houses are left, and this one would not immediately strike the viewer as a toll house, since it has been much modified. There is, however, a strong local tradition that that was its function for many years. Former residents, the Doughertys, affirm this, as do Jacob Edge and Bill Jones. On the other hand, Jane Davidson, local historic preservation expert, believes the actual toll house was torn down long ago. Harvey Perry, the neighbor across the road at Edges Mill Bed & Breakfast, says someone from Pennsylvania Department of Transportation told him the old toll house sat in the grassy triangle in the road just east of his house but was demolished when the curve of the road was changed. A check with the PennDOT records office at King of Prussia, however, found no evidence of the demolition of a toll house at that location.

There was a house demolished at that spot, though: the Hoopes Currying Shop. The 1958 Historic Architectural Buildings Survey detailed a little old stone building at the intersection of Horseshoe Pike and Edges Mill Road, demolished in 1961 when the road was straightened. Its dimensions were 17' by 18'.

Moreover, the 1798 Federal Glass Tax (so called because the assessment depended in part on the number of windows) shows a Jonathan Valentine living in a house owned or leased by the Turnpike Company. The house measured 25' by 30', the approximate size of the oldest section of the Ensmengers' house.

All this is pretty convincing evidence that the confusion arose because of the Currying House having been torn down and the road rearranged. I believe the Ensmenger house was indeed a toll house, even before the 1803 formation of the Downing, Ephrata, and Harrisburg Road Company.

Some background: in 1681, William Penn sold four 500-acre tracts of Pennsylvania land to several people, who in turn sold them to Daniel Smith. Daniel Smith soon died, leaving the land to his son Daniel Jr., who also died. Daniel Jr.'s son John became the heir. All these owners lived in England, and probably bought the property as an investment, rather than with any thought of settling in the new land. John Smith appointed Philadelphian Thomas Chalkley as his attorney or agent, who was to sell for him, and in 1723 he sold 500 acres to Thomas Lindley "of the City of Philadelphia in the province of Pennsylvania Blacksmith." Two years later Thomas Lindley and his wife Isannah sold to Thomas Parke, of a family that was to become prominent in Caln Township and indeed in Chester County.

The Parkes settled on the property and remained there through several generations, for over 110 years. The core of the Ensmenger house must have been built during that period, possibly as a tenant house, since the original part was quite modest. It could, however, have been a first home for one of the Parkes.



In 1770 Robert Parke, grandson of Thomas, died intestate, leaving two children: Thomas R. and Jane. While they lived, the 300-acre tract they inherited was held in common, but after their deaths--Jane's without issue--the property was divided into four parts, to be shared by Thomas R.'s widow and eight children, who got either land or cash. Sarah Parke Evans and her husband William received what was designated Lot B, 155 acres. In 1837 they sold about 37.5 acres "with messuage" (dwelling) to James Morrow.

In 1803 the Downingtown, Ephrata, and Harrisburg Road Company was formed to improve and probably connect up sections of the old Paxtang Road (see Maps). As mentioned, there was to be a tollhouse every five miles. Morrow had been living there for some time before his purchase of the place, because in 1826 an ad appeared over the name "James Morrow, tollgatherer," seeking the owner of a sum of money found "at Gate No. 1 on the ... turnpike road." And in 1837 he advertised for the owner of a stray sorrel mare. In a search of tax records I was not able to find any earlier tollkeepers at that location, except Jonathan Valentine.

In 1844 James Morrow and his wife Susan sold the place to William D. McFarlan, who sold it two years later to Joseph Baugh, a large local landowner and farmer. Under Baugh's ownership the tollhouse continued to function but must have been rented to the tollkeepers. Again, tax records failed to reveal the names of the tollkeepers, but a newspaper item, "A Midnight Tussle with a Burglar," (see Clippings) gave a colorful and informative story about two of them, sisters Harriet and Elizabeth Sims. One night they successfully repelled a would-be burglar who had broken in.

As the years went by, railroads took over much of the job of moving freight and travelers from the toll roads. In 1899 toll collection came to an end when the county took over the Horseshoe Pike, which was in such bad condition that users had for some years often refused to pay tolls. So, after seventy-five or so years, the old toll house became a residence again.

Joseph Baugh died intestate in 1892, leaving the property to his children Ida and Joseph Jr. In 1920 Joseph Jr. died without issue, and his half interest went to trustees for his sister Ida, "a mentally defective person." The half interests of both Joseph and Ida were sold to Abner and Anna Williams in 1921, at which point the farm comprised 170 acres. Six years later the Williamses sold 21 acres to Everett Hoopes, a real estate agent, and Hoopes soon sold the house and about a third of an acre to George and Margaret Crossley. Like so many in the 1930s, the Crossleys lost their home, which was sold by the sheriff to Paoli Bank & Trust Co. in 1935.

Through the next twenty years the house went through several owners, none of whom held it more than six years. The bank sold to Miriam McKinney, who very soon sold the property to Everett Hoopes (again). Robert Funkhouser purchased from Hoopes and then sold to George and Mabel Eldredge, who held it for six years, selling in 1944 to John and Beatrice Scott. After only a year the Scotts sold to William and Virginia Harrison, who in 1951 sold to William and Mary Everhardt.

In 1955 Robert and Rita Dougherty bought the place, by then comprising two tracts which totalled a little over an acre. The Doughertys lived there for the best part of fifty years and enlarged the house to accommodate their growing family, then turned it over to one of their children. In 2002 it was sold to Central Penn Property Services. In 2003 Deborah and Nathan Ensmenger bought the house, where they are raising their three sons in surroundings redolent of history, especially the history of mid-19th-century transportation.

Mary Larkin Dugan

December 2004



### Some description of the phases of the house's construction

The original, northwest, part is now a dining room with the former loft above, now bedrooms. Originally this was a one-room house with a loft above and crawl space below, and no cellar. In the crawl space are beams with much bark still clinging and adze marks on bare spots, indicating possible 18th-century construction. The coating of stucco makes it difficult to tell what the building material is, but the north wall appears to be stone, while the west wall is too thin to be stone and is probably of more recent construction. Former resident Pat Dougherty said she believed her parents had replaced the west wall when they added onto the house in the 1960s, and Nathan Ensmenger confirms that it seems to be of recent construction.

The second portion of the house is 19th-century, with its curving stairway characteristic of that period. The staircase has an attractive curved ceiling and upstairs there is an unusual curving wall. The cellar in this part of the house has a large fireplace support on its east wall.

The present-day kitchen was the third part to be built, and finally in the 1960s the Doughertys built a large two-story addition on the west side. Outside the kitchen door under an old pump is a surprisingly large well, now dry, about 35' deep and 7-8' in diameter.

When the Doughertys moved in, there was a curiously professional-looking basketball court in the yard behind the house. It had an asphalt surface with lines, heavy poles, and strong metal backboards, leading them to wonder if a professional basketball player had lived there--perhaps one of the 1935-1955 residents? The court was removed when the Doughertys put in a septic tank. They also installed a swimming pool in the back and, in front, a pool with fish and a little bridge.



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Past Stories

## Rita T. Dougherty

Monday, June 16, 2008

Rita T. Dougherty, 88, passed away on Friday, June 13, 2008, at St. Martha Manor, Downingtown.

She was the beloved wife of the late F. Robert Dougherty, with whom she shared 39 years of marriage.

Born in Philadelphia, Rita was the daughter of the late Carlo and Elizabeth Gaglardi Madrigale.

Rita attended Downingtown schools and was one of the first women to work in the machine shop at the Downingtown Manufactory Co. during World War II.

Rita and her husband, Bob, raised their family of eight at their home on Horseshoe Pike in Downingtown.

For the past seven years, Rita lived with and was cared for by her daughter, Nancy, and son-in-law, Donald Englerth, and their family in East Earl.

Rita is survived by her daughters, Sheila Bowser of Thorndale, Lisa Wolfe of Downingtown, Patricia Dougherty of Chestnut Hill, Nancy Englerth of East Earl and Mary Dougherty of Lawrenceville, N.J.; son, Brian Dougherty of East Coventry; brothers, Nicholas, Robert, Carlo and Anthony Madrigale; and many grandchildren and great-grandchildren.

In addition to her husband, she was predeceased by her children, Theresa and Michael Dougherty; and sisters, Madeline Giordano, Sylvia Madrigale and Charmaine Jones.

A Mass of Christian Burial will take place at 11:30 a.m. Saturday, June 21, at St. Joseph Church, 338 Manor Ave., Downingtown, where she was a member for more than 70 years.

Viewing will be held from 10 to 11 a.m. Saturday, June 21, at the James J. Terry Funeral Home, 736 E. Lancaster Ave., Downingtown.

Interment will be in St. Joseph Cemetery, Downingtown.

Memorial contributions may be made to Mommy's Light, P.O. Box 494, Lionville, PA 19353, 610-725-9790, [www.mommyslight.org](http://www.mommyslight.org); and/or Our Lady of Lourdes Catholic Church, 150 Water St., New Holland, PA 17557, 717-354-4686.

To send online condolences, visit [www.jamesterryfuneralhome.com](http://www.jamesterryfuneralhome.com).

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URL: <http://www.dailylocal.com/articles/2008/06/16/past%20stories/19952025.prt>

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sa Graham to Aaron L. Joyner and Debra  
 Graham and Westley Graham \$1 19335)  
 (Coatesville 19320) ~~X~~  
 4809 Horseshoe Pike, Nathan  
 L. Ensmenger and Deborah H.  
 Ensmenger to William A. Schew  
 \$200,000 (Downingtown 19335)  
 127 Larson Dr, Alfred Jr Ad-  
 ams and Laverne Adams to James  
 H. Davids and Sandra Davids  
 \$241,900 (Downingtown 19335)  
 2712 Fynamore Ln, Robert D.  
 Forest to Thomas William Macneal  
 \$223,000 (Downingtown 19335)  
 3237 Walnut Street, West  
 Marketing Co Inc to Andrew J.  
 Zurick and Kristen M. Chowanes  
 \$286,800 (Downingtown 19335)  
 1036 Woodruff Road, Brian  
 Gentile and Susan Gentile to Mi-  
 chael P. Sorenson and Hazel J.  
 Sorenson \$330,000 (Coatesville  
 19320)

L. Joyner \$78,000 (Downingtown  
 19335)  
 402 West Pennsylvania Ave.  
 Suzanne Madrigale to Christina  
 E. McConnell and Kevin J. Mc-  
 Connell \$115,000 (Downingtown  
 19335)  
 225 Buchanan Ct, Andrew R.  
 Campadonico and Nicole Cam-  
 padonico to Megan E. Larkin  
 \$235,000 (Downingtown 19335)  
 702 Highland Avenue, Deb-  
 rah A. Lily and Vighvat Devieux to  
 Stephen Luttrell and Jacqueline A.  
 Pollard \$189,000 (Downingtown  
 19335)  
 601 Washington Ave, Louis A.  
 D. Addezio to Anthony C. D. Ad-  
 dezio and Maryann L. D. Addezio  
 \$1 (Downingtown 19335)

**List to be  
 continued.**

11/16/13



DEED DESCENT  
DOUGHERTY-ENSMENGER HOUSE  
NATHAN L. & DEBORAH H. ENSMENGER  
4809 HORSESHOE PIKE CALN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

Deed book, page Date of purchase	Grantor, grantee, other information	Acreage Price
<u>Back title from E. 5, 298</u>		
1681	William Penn sold four 500-acre tracts in Pennsylvania to individuals and groups of purchasers in England.	
1685, 1686	All four tracts were sold to Daniel Smith Sr., also of England.	
1694-1702	During these years Daniel Smith Sr. died, leaving as his heir Daniel Smith Jr, who also died. The heir was John Smith. Randal Spackman, administrator of the estate, ordered Isaac Taylor of Pennsylvania to survey a tract of 1000 acres in Chester County, to be made into two adjoining tracts in Caln Township.	
1/5/1719	John Smith appointed Thomas Chalkley of Philadelphia to act as his attorney in the sale of the 1000-acre tract.	
D3, 5, 215 (Phila.) 9/9/1723	Thomas Chalkley, attorney, to Thomas Lindley, tract of land	500 acres
E, 5, 298 7/29/1725	Thomas & Isannah Lindley to Thomas Parke, tract of land	500 acres £350
E, 5, 357 12/3/1734	Thomas & Rebecca Parke to Thomas Parke Jr., tract of land, the north part of the 500-acre tract	276 acres £200
Estate File #1752 11/28/1758	Thomas Parke Jr. left to his son Robert "all that tract...of land...north of this I now live on."	
Orphans Ct. 17, 58 9/16/1835	In 1770 Robert Parke died intestate, leaving children Thomas R. and Jane Parke, who held in common the 300-acre tract they inherited until 1814, when Thomas R. died intestate. He left a widow and eight children. After Jane's death without issue, the court divided the property into four portions: A, B, C, and D. Daughter Sarah and her husband William Evans got Lot B, 155 acres, for which they paid \$10,230.00.	
N4, 284 4/1/1837	William T. & Sarah Evans to James Morrow, messuage (dwelling)& tract	37 acres 147 perches \$3,063.50
Y4,493 3/26/1844	James & Susan Morrow to William D. McFarlan, messuage & tract	37 acres 147 perches \$3,981.46



D5, 10 3/29/1846	William D. & Matilda McFarlan to Joseph Baugh, messuage & tract	37 acres 147 perches \$4,700.00
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Background information from V15, 115:

3/10/1892	Joseph Baugh died intestate, leaving as heirs his children S. Ida Baugh and Joseph H. Baugh, to whom the above tract and several others descended.
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4/16/1920	Joseph H. Baugh died, leaving his half interest in the property to Thomas W. Baldwin et al, trustees for his sister Ida, "a mentally defective person."
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V15, 115 2/18/1921	Chester County Trust Co., Guardian, to Abner R. & Anna B. Williams, half interest in messuage & 3 tracts	170 acres \$6,000.00
V15, 117 2/18/1921	Thomas W. Baldwin et al, trustees, to Abner R. & Anna B. Williams, half interest in messuage & 3 tracts	170 acres \$6,000.00
N17, 136 9/27/1927	Abner R. & Anna B. Williams to Everett J. & Martha L. Hoopes, tract of land with buildings	21.558 acres \$1.00
U17, 95 4/30/1928	Everett J. & Martha L. Hoopes to George W. & Margaret A. Crossley, messuage & lot	17,814 sq. ft. \$1.00
B19, 446 5/29/1935	Aldus M. Seldomridge, sheriff, to Paoli Bank & Trust Co., messuage & lot. The Crossleys' property was sold by the sheriff.	17,814 sq. ft. \$1.00
G19, 148 6/26/1935	Paoli Bank & Trust Co. to Miriam M. McKinney, messuage & lot	17,814 sq. ft. \$1.00
Y19, 183 11/30/1936	Miriam M. McKinney to Everett J. & Martha L. Hoopes, messuage & lot	17,814 sq. ft. 17,814 sq. ft.
V19, 277 4/29/1937	Everett J. & Martha L. Hoopes to Robert G. Funkhouser, messuage & lot	17,814 sq. ft. \$1.00
L19, 245 9/6/1938	Robert G. & Alma Funkhouser to George H. Eldredge, messuage & lot	17,814 sq. ft. \$1,500.00
L21, 248 5/24/1944	George & Mabel G. Eldredge to John H. & Beatrice M. Scott, messuage & lot	17,814 sq. ft. \$1.00
A22, 446 9/20/1945	John H. & Beatrice M. Scott to William F. & Virginia S. Harrison, messuage & lot	17,814 sq. ft. \$1.00
T24, 81 5/26/1951	William E. & Virginia S. Harrison to William G. & Mary M. Everhardt, two tracts, with messuage on tract #2	1) .726 acre, 2) 17,814 sq.ft \$1.00
F28, 362 8/15/1955	William G. & Mary M. Everhardt to F. Robert & Rita Dougherty, two tracts, with messuage on tract #2	2 tracts as above \$14,500.00

2/1/1987	F. Robert Dougherty died, leaving property to wife Rita.	
4123, 1948 12/11/1996	Rita Dougherty to son Brian J. Dougherty, message & two tracts	2 tracts as above \$1.00
5468, 1863 11/17/2002	Carolyn B. Welsh, sheriff, to Central Penn Property Services, message and two tracts	2 tracts as above \$225,000.00
5738, 2361 5/28/2003	Central Penn Property Services, Inc., to Nathan L. & Deborah H. Ensmenger, message & two tracts	2 tracts as above \$225,000.00



**PARKE, THOMAS**, born about 1660, married Rebecca Hooper (?), who was born about 1672. They had the following children, all born in Ireland: Mary, b. Sept. 18, 1693, m. Thomas Valentine; Robert, b. March 23, 1694-5, d. Feb. 9, 1736-7; Susanna, b. Dec. 22, 1696; Rebecca, b. Jan. 22, 1698-9, m. Hugh Stalker; Rachel, b. Dec. 26, 1700, m. William Robinson; Jean, b. April 6, 1703, d. April 12, 1705; **Thomas**, b. March 13, 1704-5, d. Oct. 17, 1758; Abel, b. Feb. 22, 1706-7, d. July 21, 1757; Jonathan, b. April 18, 1709, d. April 5, 1767; Elizabeth, b. Oct. 5, 1711, d. April 16, 1746, m. John Jackson.

Thomas Parke appears to have been a farmer in Ireland, and in the year 1720 owned some land in Ballileau, Ballaghmore, and Coolisnaotah. On May 21, 1724, with all of his family except Mary and Susanna, he went on board, at Dublin, the ship "Sizarghs," of Whitehaven, Jeremiah Cowman commander, and on August 21st they arrived in Delaware Bay. Thomas Parke leased a property from Mary Head, near Chester, as a temporary home, but on December 2d purchased 500 acres from Thomas Lindley in the Great Valley, on the west side of what is now Downingtown. Of this land he gave to his son Abel 100 acres, to Robert 124, on which was a very large spring, and to Thomas, Jr., 276 acres, retaining a life-estate therein. He died 1, 31, 1738, and his widow 6, 21, 1749. He was an elder of Caln Meeting, and well esteemed by Friends.

Of his children, Robert followed conveyancing and clerking at Chester, and acted as recorder of deeds under Joseph Parker for some years. He died unmarried. **Thomas, Jr.**, married Jane Edge, 2, 26, 1739, and became the owner of all the original tract, including the "Ship" tavern, which was first opened by his brother Abel. His children were Robert, m. to Ann Edge; Sarah, m. to Owen Biddle; Rebecca, m. to William Webb; Hannah, m. to Benjamin Poultney; Thomas, m. to Rachel Pemberton; Jane, and Jacob.

Jane Parke continued to keep the Ship tavern after her husband's death until her marriage, 8, 10, 1763, to James Webb, of Lancaster County.

Jonathan Parke married, 2, 29, 1731, Deborah, daughter of Abiah and Deborah Taylor, of East Bradford, and settled on 200 acres of land which her father conveyed to them. He also owned land in the southeast part of the borough of Downingtown, and is said to have built a substantial stone house, now near the toll-gate. His son Abiah lived on this last property, and may have built the house.

The children of Jonathan and Deborah were Joseph, Deborah, m. to Samuel Cope; Abiah, m. to Ruth Jones; Rebecca, m. to James Webb, Jr.; Alice, m. to Col. John Hannum; Jonathan, m. to Jane Buchanan; and Mary.

Joseph Parke remained at the homestead, and lived almost a century. He was twice married, and by his first wife had one son, Abiah, who took sides with the British during the Revolutionary war, and for one of his exploits piloted a party of the enemy by night to capture his uncle, Col. Hannum, then keeping the "Centre House," in Marshallton. The final turn of events making it unsafe for him to remain in the neighborhood, he "left the parts" and went to Canada, but was never heard of after alive. Several years ago Edward Townsend, son of John Town-

send, of West Chester, being in the West, fell in company with a half-breed Indian named Joseph Parke, as he was descending the Missouri in a steamboat. From their mutual inquiries, with subsequent developments, it appeared that Abiah Parke had married a woman of the Shawnee tribe of Indians, then near Malden, in Canada, and had left two sons, Joseph and William. The tribe had removed to the waters of the Maumee, in Ohio, and from thence to Kansas. Joseph Parke, being a person of energy and ability, became the chief of the tribe, but lived in a style of civilization. In 1852 he visited Chester County and made some effort to obtain a share of his grandfather's estate, but did not succeed. His death occurred about 1857, and that of his brother William three years previously.

**THOMAS PARKE**, son of Thomas and Jane, was born in the township of East Caln, Chester Co., Aug. 6, 1749. Having a desire to engage in the study of medicine, he went to Philadelphia at the age of sixteen years, to acquire a preliminary education, and there became a pupil of Robert Proud, the Quaker historian. In 1767 he began his medical studies under Dr. Cadwalader Evans, of Philadelphia, and took the degree of Bachelor of Medicine at the college and academy in the same city on June 5, 1770. In the year 1771 he crossed the Atlantic to avail himself of the advantages of medical instruction in Great Britain. He first visited London, where he enjoyed the friendship and kind offices of the justly distinguished Dr. John Fothergill. He next proceeded to the school at Edinburgh, then in the zenith of its strength, where he attended the lectures of Cullen, Black, and Monro.

Returning to London, he attended the clinical practice of Guy's and St. Thomas' Hospitals, and finally set his foot on his native shore in the year 1773.

In 1775 he was married to Rachel, eldest daughter of James Pemberton, and immediately established himself in the practice of physic at No. 20 South Fourth Street, Philadelphia, where he remained upwards of forty years, well known as a skillful, kind, and attentive physician. In 1816 he removed to Locust Street, where he resided during the remainder of his life.

He lost his wife, to whom he was most affectionately devoted, in the year 1786, and never again married. He was a member of the principal scientific, literary, and benevolent institutions of the city. In 1774 he was chosen a member of the American Philosophical Society. In 1776 he became a contributor to the Pennsylvania Hospital, and in May, 1777, was unanimously appointed one of the physicians of that institution,—a station which he held uninterruptedly for more than forty-five years. In 1778 he was elected a director of the Philadelphia Library Company, in which situation he was continued until his death,—a period of nearly fifty-seven years. In 1787 the College of Physicians was established, of which he was one, and continued a member until his death. At the decease of Dr. Adam Kuhn he succeeded that gentleman as president of the college, in July, 1818.

Dr. Parke died on Jan. 9, 1835, in the eighty-sixth year of his age, being at that time the oldest physician in Philadelphia. He was not only an excellent physician, but also



a public-spirited citizen and an excellent man,—at all times the intimate, the constant, and highly-valued friend of Humphry Marshall.

ARTHUR PARKE was a native of Ballylagby, in county Donegal, Ireland. He, with his wife, Mary, and four children,—Joseph, John, and Samuel Parke, and a daughter, the wife of William Noblett,—came to this country prior to 1724. He took up a large tract of land lying along the Limestone road, in West Fallowfield township, embracing what is now divided into seven farms. He died in February, 1740, and his real estate came by devise to his sons, Joseph and John. They divided it between them, Joseph taking the southern and John the northern portion. Joseph resided for some years on his tract, which included the homestead, and then sold it and removed to Georgia. John erected buildings on the part taken by him, where the present John A. Parke resides. He died July 28, 1787, at the age of eighty-one years. His wife, Elizabeth, died May 21, 1794, at the age of eighty-two years. Their children were Arthur, Joseph, John, William, Mary, Elizabeth, Jane, David, and Samuel. The entire Parke family in the western part of the county, together with many families bearing other honored surnames, are their descendants.

Arthur Parke (son of John) was born Sept. 12, 1736, and died July 11, 1822. He left eight children, the descendants of whom are numerous, among them Rev. John L. Withrow, now pastor of the Park Congregational Church, Boston, and Alfred P. Reid, Esq., now a member of the bar of Chester County.

Joseph Parke (son of John) was born Dec. 21, 1737, and died July 2, 1823. He was twice married. His children by his first wife were John Gardner, Joseph, and Keziah, and by his second wife, George W., James, Letitia, David, Samuel, William, Agnes, and Harriet. John G. Parke (born Nov. 21, 1761, died Oct. 25, 1837) was a member of Assembly in 1818, and was the founder of Parkesburg. His children were Joseph, Samuel, Robert, John, Francis, and David. Of these, Samuel was a member of the bar of Lancaster County, and Robert was a member of Assembly in 1843-45, and for six years associate judge. Keziah Parke was the wife of Col. Joseph McClellan, a noted patriot of the Revolution, a sketch of whom is given in this volume; George W. (born Oct. 18, 1780, died Feb. 25, 1860) was at one time register of wills; Letitia was the wife of the late Henry Fleming, of West Chester; and Samuel (born Nov. 25, 1788) graduated at Dickinson College in 1809, studied divinity with Rev. Nathan Grier, at Bandywine Manor, and was pastor of Presbyterian Churches in York County for forty-three years. He died Dec. 20, 1869. His wife was a daughter of his preceptor, Rev. Nathan Grier. His son, Rev. Nathan Grier Parke, graduated at Jefferson College in 1840, and at Princeton Theological Seminary in 1844, and is now pastor of the Presbyterian Church in Pittston, Pa.

John Parke (son of John) was born in 1739, and died Nov. 15, 1823. His children were Elizabeth, Mary, Arthur, Jane, and John. Elizabeth married Thomas McClellan; Mary married Samuel Thompson, and was the mother of the wife of Hon. Walter H. Lowrie, late chief

justice of Pennsylvania, whose son, Rev. Samuel Thos. Lowrie, was a professor in the Western Theological Seminary, at Alleghany, and is now pastor of a church in Jersey; Arthur was the father of Samuel R. Parke, president of the Parkesburg National Bank; and John the father of John Andrew Parke, who now owns and resides at the old homestead in Highland township.

PARKER, ABRAHAM, of Ravenroyd, near Bingley, Yorkshire, was buried at Bingley March 5, 1670. Parker was buried at Bingley July 20, 1667. Their children were Sarah, b. May 29, 1656; Jonas, b. Sept. 9, 1657; John, b. May 26, 1664.

It appears that John Parker came to Chester prior to 1688, and in 1695 returned to England. It is thought he had come back, but was now removed to Philadelphia to which place he received a certificate from Chester Meeting, and in the same year married Mary Doe. Their children were Jane, b. 1, 24, 1701-2, m. Samuel Grier, 1722; Abraham, b. 10, 9, 1705; John, b. 12, 28, 1706, d. 6, 9, 1719. The father, who was styled a "skinner," probably a leather-dresser, died 3, 7, 1717. He owned 500 acres of land in East Caln township, which was sold after his death.

Abraham Parker came to Chester County and married, 9, 19, 1735, Eleanor, daughter of Isaac and Catherine Richardson, of Whiteland. He was a carpenter by trade, but appears to have engaged in tavern-keeping. He was at the "Anvil" tavern in 1750 and later, but is supposed to have been in Wilmington for some years prior to that time. He died about the close of 1752, and his widow married, 10, 4, 1764, William Wickersham. She was buried, 10, 28, 1714, and was buried 12, 17, 1791. The children of Abraham and Eleanor Parker were Mary, b. 9, 23, 1701, m. David Reynolds in 1756; Elizabeth, b. 4, 13, 1702, m. William Reynolds in 1761; Lydia, b. 1, 22, 1740, m. John Nah, b. 8, 7, 1742; Ruth, b. 11, 19, 1744; Sarah, b. 4, 1746; John, b. 8, 22, 1748; Kezia, b. 8, 5, 1749; Peter Wickersham, 5, 19, 1773.

John Parker, son of Abraham, was a noted minister of the Society of Friends. He settled at Parkerville, Pa., and was so named in honor of the family. He was buried, 6, 2, 1774, at Kennet Meeting, to Hannah, daughter of Thomas and Elizabeth Milhous, by whom he had the following children: Abraham, Isaac, Elizabeth (married Jacob Baily), Thomas, Joseph, Benjamin, Richard, John, Hannah, Susanna, Wistar, Calcb, and Mary. His father died 7, 12, 1829.

John Parker, Jr., married Rebecca, daughter of John and Jane Webb, and left one son, William W. Parker, who resides at Parkerville.

Wistar Parker married Abigail N., daughter of John and Mary (Speakman) Jackson, born 9, 13, 1801, and died 3, 1874. They resided at Parkerville, where Wistar died 6, 18, 1847, leaving children,—John J., for several years a coal merchant, and now in the brick-making business at West Chester; Samuel J., a dry-goods merchant at Parkerville; Mary S., wife of S. Townsend Brown, deceased, and residing in Germany; Henry, deceased; Dilwyn, a justice of the peace, and of deeds for this county; and Ellen B., wife of John Reeve, of Churchtown, Md.



AR 2.1.1826

WAS found, on the morning of the 19th of January, 1826, at Gate No. 1 on the Downingtown, Ephrata, and Harrisburg turnpike road, a SUM OF MONEY, in bank paper. The owner is requested to come and prove the same, pay for this advertisement, and receive the money.

James Morrow.

East Caln, Gate No. 1 } Toll gatherer.  
February 1, 1826. } 63 3 p.

AR 7.10.1837

**ASTRAY.**

CAME to the premises of the Subscriber in East Caln township, Chester County, on the 2nd of July 1837, a dark Sorrel Mare, with a small spot of white on her forehead, supposed to be 9 years old; the owner is requested to come and prove his property, pay charges and take her away, or she will be disposed of according to law.

JAMES MORROW, Gate Keeper.  
East Caln, July 10th, 1837.—31p

L 8-22-1878

**A Midnight Tussle with a Burglar.**

At the first toll gate, above Downingtown, on the Harrisburg turnpike, there resides Harriet M. Sims, a maiden lady about forty years of age, and one of her sisters, whose name we were unable to learn. These ladies have lived there for several years past by themselves, and have never been molested until Friday morning of last week, when Miss Sims heard a noise about 9 o'clock near her bedroom window. She at once arose from her bed and secured a pistol she had in her possession, then raised a window and saw a ladder reared against the house and a man climbing up it. She at once gave an alarm when the man suddenly took his departure, and as he left Miss Sims fired a shot after him, but apparently without effect. Yesterday morning at 2 o'clock she was awakened from her slumber again, and found confronting her a man. She at once seized her pistol and attempted to shoot the villain, but for some cause the hammer would not explode the cartridge. The screams of Miss Sims soon brought her sister, who was sleeping in another room to the spot, when a fierce scuffle ensued, in which the burglar dropped a slung shot with which one of the ladies belabored him soundly, causing the blood to flow in streams. Finding he was getting in close quarters the burglar thought that prudence was the better part of valor, and succeeded in making good his escape down a ladder that he had placed against the house, taking with him Miss Sims' pistol, but leaving behind his hat, slung shot and a pen knife with the blade open. On wresting the pistol from Miss Sims' hand, he said to her, "You tried to shoot me with that thing last Thursday night." From this remark it is evident that both visits were made by the same person. The tracks made by the individual on taking his departure shows that he was bare-footed. The walls of the building and ladder had blood stains on them, which was pretty good evidence that the man had been severely punished by the ladies. Miss Harriet Sims was out on the nose and face, but not seriously injured.

Esquire Cox, of Downingtown, has been trying to work up the case, and finds that the slung shot was made from a leather apron taken from the shop of Eliza Thomas, at Guthrieville. The first ladder used was taken from the tavern of George P. McFarlan, at the Buck, and the second one from the farm of Mr. Jacob P. Edge, and from a few hairs found in the hat, Esquire Cox is of the opinion that the man was white, and that the color of his hair was brown. He is also of the opinion that he resides not far distant from the scene of his operation. What the object of his visit was is not manifest, and can only be imagined. It is a great pity that the screams of the ladies were not heard by the neighbors that the scamp could have been arrested, or perhaps it would have been still better had the pistol exploded and the ball taken effect in the body of this worthless piece of humanity.

**ANOTHER ACCOUNT.**

A gentleman residing near to the scene of the above affair sends the following description: The people in this part of the county are much excited at present over the attempt made on Tuesday night to rob the toll house on the Harrisburg Pike, near Downingtown, occupied by Harriet and Lizzie Sims, two very respectable and highly esteemed women. The burglar made an unsuccessful attempt last

week, and, in his hasty departure, left a dangerous weapon, weighing more than a pound, covered with leather and having a strap to fit around his wrist. With that weapon he undoubtedly intended to kill the women, or knock them senseless. Being frightened away he returned again on Tuesday night, between one and two o'clock. By means of a ladder, brought from Mr. Good's farm, near Edge's Mill, he effected an entrance through the second story window in the east end of the house. In getting into the room he fell, and the noise awakened both of the inmates. He was armed with a club and a knife. He began at once to attack Harriet, who was sleeping in the room he entered, saying, "You are the woman that shot at me the other night." He struck a match but Harriet knocked it out of his hand. Lizzie, who was in the next room, put her head out of the window and screamed, "murder." Hearing her cries, the burglar went into her room to silence her, when she made an attack upon him with the weapon. He left last week, and she injured him so that he bled freely. He fought desperately with the two women for a while and then made his escape. He succeeded in getting a pistol out of Harriet's hand, which he carried away with him, but he left his club, knife, and hat. Blood stains are on the window and the wall. The burglar did not get any money. The ladies never have more than a few dollars in the house, just enough to make change. It is to be hoped that every means will be tried to discover the guilty party and that he will receive the punishment he deserves.

L. S. G. 1911

Harriet N. Sims.

In Parkesburg this morning, Harriet N. Sims died at her late residence, in her 86th year, in a house owned by Horace A. Beale. She is survived by her sister, Elizabeth.

For many years the two women kept the tollgate on the Horseshoe pike above Downingtown, occupying an old stone house opposite the home of Joseph Baugh and there were known to many people. Afterward they moved to Parkesburg, where they have since been living.

L 4.7.1891

DEATH'S WORK.

Mrs. Matilda McFarland.

Last night Mrs. Matilda, wife of William D. McFarland, of East Brandywine, died from a complication of diseases. A husband and several children survive her.

McFARLAN.—In East Brandywine, on Tuesday, April 7th, 1891, Matilda McFarland, in her 80th year.

Funeral on Saturday, 11th inst., from her late residence, in East Brandywine. Leave the house at 11 a. m. sharp. Burial in East Brandywine Baptist Cemetery. Services at the church.

L 4.13.1891

The funeral of Mrs. W. D. McFarlan, of East Brandywine, was largely attended on last Saturday, although the weather was unfavorable and inclement. Rev. Mr. Alcorn and Rev. Mr. Brewster officiated. She was the mother of seven sons living and three sons dead, and two daughters living. Six of the sons carried their mother to her grave.

William D. McFarlan.

Says a Philadelphia paper: Philadelphia's oldest Democratic voter, William D. McFarlan, died last Tuesday evening at the home of his daughter, Mrs. Emma Schafer, 515 Budd street, West Philadelphia. He had reached the age of ninety-four years, having been born in Chester county in 1811.

Mr. McFarlan had three ambitions during the later years of his life—to see another Democratic President, to round out the century mark and to cast his vote against the Durham-McNichol Contract Combine at the coming election. All of them were denied him, death resulting from heart disease.

He was a consistent voter of straight Democratic tickets, having cast his first ballot for Andrew Jackson in 1833. He missed voting in only one Presidential election, that of 1900, when he would not cast his ballot for Bryan, yet could not put his cross in the Republican column because of principle.

Mr. McFarlan will be buried next Saturday at East Brandywine, Chester county. His wife died fourteen years ago. He leaves six sons and two daughters, ten grandchildren and seven great-grandchildren.

McFARLAN.—In Philadelphia, Pa., Wm. D. McFarlan, Sr., late of East Brandywine, Chester county, Pa., in his 95th year.

Interment at East Brandywine Baptist Burying Ground on Saturday, the 14th inst., at 11 a. m. Services in the church. Carriages will meet the train leaving Broad Street Station at 8.30 a. m. at Downingtown.

L 7.28.1941

Mrs. Abner Williams

Anna B. Williams, wife of Abner Williams, died at her home, 223 Stuart avenue, Downingtown, on Saturday morning, after a lingering illness, in the 68th year of her age. She was born at Loag's Corner, a daughter of the late Owen F. and Margaret Bruner, and had been a resident of Downingtown for the past fifty years.

She possessed a kind disposition, and was willing to lend a helping hand whenever a friend was in need. She is survived by her husband; three sisters and one brother, Mrs. E. Mae Rennard, of Wyoming; Mrs. Helen M Partridge, of Philadelphia; Miss Willanna Bruner, of Freeport, Long Island, and Harris O. Bruner, of Bristol.

WILLIAMS.—In Downingtown on Saturday, July 26, Anna B. Williams, wife of Abner Williams, in the 68th year of her age.

Funeral strictly private from her late residence, 223 Stuart avenue, Downingtown, on Wednesday, July 30, 1941, at 2 p. m., D. S. T. Interment in Honey Brook Methodist Cemetery.

CR 10-15, 1947

Abner Williams

Abner R. Williams, 223 Stewart avenue, Downingtown, died last night in the eighty-fifth year of his age after an illness of two months.

Born at Cochranville, he was a son of the late James and Hannah Rambo Williams. He had resided in Downingtown for sixty-eight years, and learned the trade of machinist at the Downingtown Manufacturing company where he served as foreman for many years. Later he conducted a milk distributing business in Downingtown and vicinity until his retirement. For the last few years he had resided with a cousin, Mrs. Anna S. Moore, at the Stewart avenue address. Surviving are several nieces and nephews.

Funeral services will be held Saturday afternoon at two o'clock at the Towson funeral home, Downingtown, with interment in Honey Brook Methodist cemetery.

4-6-1950

As President of the Downingtown Chamber of Commerce, Ev Hoopes already has more committees to keep track of than an accordion player has buttons to push. 44.6.50

Right now he is touring the County to round up entrants for the Miss Chester County Beauty Pageant to be held May 13th in the High School and which he helped put on the map. He is also assistant Fire Chief, Vice President of the Minquas, Supervisor of West Whiteland Township, Director of the Pennsylvania Real Estate Association, first president of the Chester County Real Estate Board which he reorganized, a charter member of the Lions, chairman of the new multiple listing committee of the Chester County Board of Realtors and on the sailing and motor boat committee of the Stone Harbor Club — not to mention his duties as street cleaner.

Yet the main grist of Ev Hoopes' activity is real estate and towards this end he has started several innovations which have had wide results. One is a multiple listing system with members of the Chester County Board of Realtors. This makes for quicker results to the buyer and more efficient selling along cooperative lines. Another Hoopes wrinkle in the trade is taking color photographs and showing slides of Hoopes listings to potential buyers before they leave his office. "In this way", Ev says, "we save time both ways. I get a line on what type place the person has in mind and save hours of driving around the countryside; and the buyer, through seeing the photographs, can pick out which places he would like to see."

Recently Ev showed a man photos of a farm listed at \$21,000. Although the buyer insisted he could only spend \$15,000, he was so taken by the slides that he bought the farm that afternoon. "Those darn pictures of yours", he told Ev, "cost me \$6000."

Born on a farm near Laurel, in 1902, Ev went to grade school and later to a county day school near Westtown. His last year at West Chester High, he transferred to the business school from which he graduated and went to work at the Farmers and Mechanics Bank for \$50 a month. Nights he went to the American Institute of Banking in Philadelphia. He continued at night school for six years. "I took all the courses they had," he says.

When his father, George J. Hoopes', barn burned, the family moved to Gallagherville and Ev became bookkeeper at the Grange Bank (now the liquor store) at \$115 a month. After three years Ev decided that he needed more money in order to get married. The directors of the bank felt otherwise with the result that Ev resigned and opened an office in back of Blackie's Barber Shop with R. A. Pannebaker. But the back office couldn't hold him long.

Ev decided he "wanted to get out front" and he moved in with Ellis Warren. Ellis kept moving back until Ev eventually had most of the ground floor. Then, in 1934, Ev bought the building at 143 E. Lancaster Ave. which housed Worrall's Drug Store. The floor plan was terrible and the building so dilapidated that buyers stayed away in droves. Realtor Hoopes hit on the idea of remodeling it for himself.

At a cost of approximately \$2,800, he converted the second floor into a three room and bath apartment renting at \$25 a month and its front space into a dentist's office bringing \$40 a month.

Downstairs he installed electric wiring, modern fixtures, lavatory facilities and air conditioning. Everett J. Hoopes, Inc. was born.

Now Ev keeps two secretaries, Mrs. Niels Olsen and Mrs. Ernest Di Sante, busy and has an assistant Archie M. Wasson.

After his marriage to pretty, dark-haired Katherine Midence of Philadelphia, Ev bought "Wild Acres" (named "because it was the wildest looking dump you ever saw") at Bradford Hills. There, in the white pillar-



— Photo by Eppolito

ed Mt. Vernon type house, the Hoopes and son Jackie, 5½, live today.

Summers they migrate to Stone Harbor where Ev spends weekends piloting his Express Cruiser, the "Jimackey", about the bay and eating fresh caught lobsters. During the week he can be seen bustling along E. Lancaster Avenue or touring buyers about the countryside. Selling city people, he says, has its humorous side. Recently for instance, he sold a farm to a Main Liner. One day the owner called the farmer aside and demanded why he dug post holes all over the grass field. It took the combined efforts of both Ev and the farmer to explain that a groundhog was the culprit.

CR 3-31-1965

Tomorrow is a special day for Everett J. Hoopes. It will mark the 40th anniversary of the day he hung out his shingle at his new real estate office in Downingtown.

He's still in Downingtown. At 62 he says he's "too young to retire" and his future plans are to just "keep right on working".

Hoopes started in the real estate business five years after his graduation from West Chester High School and the West Chester Business School.

He estimated he has been a key figure in real estate transactions over the years, mostly in the Downingtown-West Chester area, which would total "millions" of dollars.

His son, John, now a junior majoring in English at Bucknell University, plans to join his father in the business when he graduates from the University in June 1966.

John already has his real estate license which he obtained by passing the state examination shortly after he became 18 years



EVERETT J. HOOPES

old, which is the state's minimum required age to take the examination.

During most of his real estate business career, Hoopes has had his Downingtown office on E. Lancaster Ave. — first at 147, then 143 and presently at 141 E. Lancaster Ave.

He recently opened a branch office in the Farmers and Mechanics Building in West Chester.

He also was one of four local realtors associated with the Farmers and Mechanics Building Corp., which last May purchased the seven-story building for \$190,000.

The building is the largest office building in Chester County and is currently undergoing extensive refurbishing at a cost estimated over \$100,000 by the time the work is completed early next year.

Hoopes is treasurer of the corporation owning the building.

Another organization in which Hoopes is a key figure is the Delaware Valley Auction Company. The company was established two years ago by 10 local realtors to serve in the auctioning of local properties.

Hoopes is also treasurer of this group and the company's offices are located in the same building as is his real estate office in Downingtown.

Hoopes is the only living charter member of the Chester County Board of Realtors and has served as board president for five terms at various times. He also is a member and former officer of the Pennsylvania Real Estate Association.

He is a past president of the

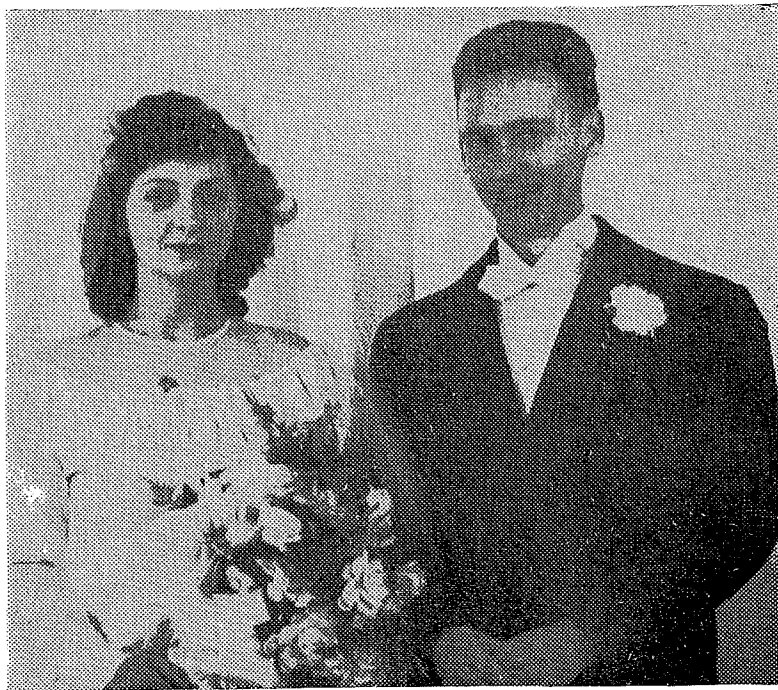
Downingtown Chamber of Commerce and is vice president of the Minquas Fire Co. in Downingtown.

He is a member of Masonic Lodge 75 and the Reading Consistory and Reading Shrine.

He lives with his wife at 24 Penn Drive, North Hills, West Chester. Besides John, the couple has two other children, Everett J. Jr. who is in the insurance business in Downingtown and Mrs. Mary Manderbach who lives in Reading.



A 4-29-1945



Rita Theresa Madrigale daughter of Mrs. Elizabeth Madrigale and Francis Robert Daugherty, son of Mr. and Mrs. Robert Daugherty, of 532 Pennsylvania Avenue, were married on April 17th in St. Joseph's Church. The Reverend Thomas J. Kelly officiated, and the Reverend Fox presided in the Sanctuary. The bride's attendants were Ida Dazio and Marie Pedano. Andy Daugherty was best man and Carl Madrigale was usher. The bride's brother, Robert Madrigale, gave her in marriage. Bride and groom are employed at Downingtown Manufacturing Co. and will reside at Wawaset Road, West Chester.

Photo by GIANNARINO

8.31.1966

F. Robert Dougherty, 39, a design engineer at Lukens Steel, will team up with Richard E. Warren, president of the Downingtown National Bank, to cover one



F. ROBERT DOUGHERTY vital area of the forthcoming Downingtown-Chester Valley United Fund campaign.

Dougherty and Warren will serve as co-chairmen for the commercial division of the \$85,000 drive.

"Our job," Dougherty said, "will be to try to convince small businesses and industries that it is their duty to contribute to this worthwhile enterprise."

"We have a team of about 20 volunteers lined up to help us, but we could use more. There is quite a number of businesses and small industries in the Chester Valley area we must cover."

Dougherty and his family live at 4809 Horsesroe pike, Caln Township, and anyone desiring to help in the commercial solicitation is asked to call him at 269-1146.

Dougherty is chairman of the Caln Township Planning Commission, and is a member of the Association of Iron and Steel Engineers, and the Construction Specifications Institute.

He also is a member of St. Joseph's Church of Downingtown; the Downingtown chapter of the Veterans of Foreign Wars, and the Knights of Columbus of Coatesville. He served in the Marines in World War II.

James C. Hamilton, general chairman of the 1966 drive, is organizing a team of community and industrial leaders to push for this year's goal.

December 20, 2004

Mary Larkin Dugan  
354 Marlborough Road  
Kennett Square, PA 19348

Dear Mary,

Enclosed is my dad's obituary. He died February 1, 1987. I wanted to give you an idea of the kind person he was. He loved his family, church, community, heritage and his house. Like Nathan Ensmenger, he did most of the work himself. He poured concrete for the walkways behind the house and steps leading up to the pool. He had his hands in all aspects, from design to construction, of the bigger projects— the pool, pond and patio in the front, central air conditioning and the New Addition. In his spare time he was always pulling weeds or planting flowers. Home generated a strong life force allowing him to give the most of himself in so many ways and to so many people. I wish my children had the opportunity to know him better.

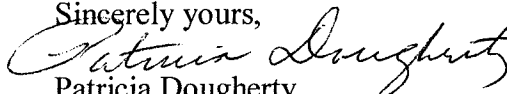
Even though my mom had her hands full with eight children, she still managed to generously care for her ailing mother, mother-in-law, aunt and neighbors at various times. Our kitchen was stocked with restaurant sized pots and pans, and mom was always cooking from scratch for more than our family. People were always welcomed and our family motto was "the more the merrier". Even stray animals found our house to be a good place to stay and have a good meal.

We were on our way to visit my mother when we stopped to see the house this past summer and luckily met the Ensmengers. As we stood in the dining room (toll house?), I shared with them that countless birthdays, graduations, Christenings, and three weddings (including my own) were celebrated there.

My oldest sister, Theresa, was killed in a motorcycle accident in 1971. My parents wanted her viewing to be held at the house because they felt she belonged there. Her body was laid in the dining room. It seemed like hundreds came to our house that day. It was an unusual thing to do but it meant a lot to all of us to have it that way.

My dad had been ill for quite a while. He wanted to die peacefully at home and so he did, in the bedroom above the dining room.

Sincerely yours,

  
Patricia Dougherty

## Caln civic leader and author dies

Caln civic and community leader F. Robert Dougherty, 60, of 4809 Horse-shoe Pike, Downingtown died Sunday in his home after a long illness. He was the husband of Rita Madrigale Dougherty.

Born in Downingtown, he was the son of the late Robert A. and Kathryn Healy Dougherty.

Mr. Dougherty was a design engineer and was associated with the Downingtown Manufacturing Co., Lukens Steel Co., Association of Iron and Steel Engineers, Construction Specifications Institute, and the American Society of Heating and Air Conditioning Engineers.

He was a partner in Krasas/Dougherty Associates and president of Caln Industrial Services, a construction firm which built schools, churches and various buildings in the area.

A columnist and author, he was known for his articles in the Irish People newspaper, the National Hibernian Digest, the Irish Edition and the American Irish Political Education Newsletter. He recently published a book, "The Enduring Gael."

He served in the U.S. Marine Corps during World War II.

He served his church and community in the following organizations: chairman of the Caln Township Planning Commission; member of VFW Post 845 of Downingtown; American Legion Paul Moran Post 475; past president of the United Fund of Downingtown; vice president of the Caln Centennial Corp.; a 28-year member of the Knights of Columbus Fr. Fenerty Council of Downingtown; and a Sir Knight Fourth Degree Chester County Assembly No. 7208.

He was president of the Caln Historical Society; secretary and historian of Division II of the Ancient Order of the Hibernians; chairman of the Freedom for All Ireland Committee; member of the Irish National Caucus; a local chairman and representative to the Chester County Tricentennial Committee.

He also was a member of the advisory board to Caln Township's Recreation Commission; St. Joseph's Church of Downingtown; St. Joseph's School Building Committee; and was a corporation officer of St. Martha's Nursing Home.

In addition to his wife, he is survived by five daughters, Sheila Bowser of Thorndale, Lisa Wolfe of West Chester, Patricia Rossitto of Bryn Mawr, Nancy Croumbley of Downingtown, Mary Dougherty of West Chester; two sons, Michael of Downingtown and Brian of Lancaster; two brothers, Joseph A. of Downingtown and Andrew J. of Pittsford, N.Y.; and 14 grandchildren.

A mass of Christian burial will be tomorrow at 8 p.m. in St. Joseph's Church, Downingtown. A viewing will be from 6 to 8 p.m. in the church. Interment will be in St. Joseph's Cemetery. Procession will form Thursday morning at 9:30 a.m. at the church.

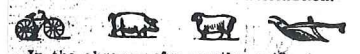


L 11. 20. 1906



From one end to the other, the Old Horseshoe Pike has a story in every farmhouse. There are tragedies and comedies, tales of love and war, romance and routine—all interesting in their way. Two stops are made in this brief yarn.

Most of the ground has been tramped over so often by the historian and the poet that many neighborhood stories have been made public, and some parts of the road are as familiar in distant States as at home. To travel that way with a member of the Talbot family, or Squire White, of Honeybrook, or any one familiar with the lay of the land, is to receive a great store of information.



In the absence of a worthy guide, however, the stranger can journey up the pike and find much of interest, going alone.

Just now the pike is in fine condition for walking or driving, and on Saturday, while the sun was yet high, a traveler and his wife wandered that way, going directly northwest from the famous old bridge across the Brandywine, which separates the Stewart from the Independent end of that thriving borough.

To the right and a mile out of town is an old tollgate, which doubtless has a history, and the snug farm of Joseph Baugh, a prominent dairyman, looks in-



living. There is an old dam along the road, a view backward across the Chester Valley, and then a bend. Later an enamelled sign with a blue bell, announcing that a telephone office is near.

The sign is on a tall pole at the end of a broad mouthed lane with no gate, but a bit of unused land like the delta at the mouth of the Mississippi River.

Down the hill, over as stony a piece of driveway as an adventurer would care to find, across a small bridge made mostly of superannuated fence rails, and around a bend, one comes upon the buildings of the Downingtown Industrial School for Colored Youth. This school was established about two years ago, on land bought for the purpose, and one day it may become a noted centre of learning. If a Booker T. Washington or a Hugh Brown is found among its scholars.

From a distance it looks somewhat like a farm on which the tenant might be in arrears with the rent and the owner struggling under a mortgage. The main points a visitor can observe are opportunity and promise.

The land is there, the buildings are there, the colored boys and girls are there, with their teachers.

WHAT THEY TEACH.

One thing they teach at the Industrial School, manners. A quarter of a mile from the school, three colored boys were met. In response to a hello from the traveler, one boy touched his hat in deference to the lady who was along. When asked for directions to the school, all three boys said, "You're welcome."

So far so good. "What are they getting accomplished at the school?" was asked of a Downingtown man, who occasionally drives up the old turnpike.

"They must be doing something," he replied, "for I notice that the people who pass up and down seem to be rather a nice looking class, better than the average, and they behave themselves well on the road. So far as I can learn they cause no trouble in the neighborhood."

And that's a good point, too. At the doorway the visitors were met by one of the teachers, who invited them to enter a small class room in the main house, where a Faculty conference was in progress. Three teachers were there, Prof. W. M. Herbert, who is Superintendent of the Industrial Department; Prof. Bivins and Mrs. McCard, of the academic department. Dr. Dwelly, Principal of the School, had just stepped out.

When greetings were exchanged, Prof. Herbert volunteered to show the visitors a little of the property. There is one new building, three stories in height, which was erected over a year ago. In the second story of this structure, where one enters from the ground level on the up-hill side, there are five handsome sewing machines, run by a gasoline engine in the basement and operated by the girls of the school, who are to make their own garments, besides fancy articles for fairs and bazaars. Several of the articles have already been made, but as the machines are just installed and the classes are inexperienced, not much has been accomplished. A few more months will be required before great progress along this line will be noted.

Prof. Herbert, who formerly worked for Rudolph Blankenburg, and for a time was employed by a sewing machine company as an expert mechanic, hopes to do much there after all the work begins running smoothly and complete organization is formed. The third story is a school room, where lessons will be studied and recited.

L 4. 13. 1885

The Toll-Gates to Go—The people of Downingtown and vicinity have come to the conclusion that they will no longer tolerate toll-gates to shut them out from the outside world and are now circulating a petition for signatures, asking the Court through their counsel, D. Smith Talbot, Esq., to appoint a jury to condemn what is left of what was known as the Downingtown, Ephrata and Harrisburg Turnpike, between Downingtown and Guthrieville school house. At one time there were at regular distances apart a number of toll-gates between Downingtown and Harrisburg, but there are only about two of them now kept up—one above Downingtown, the other above New Holland. The greater part of this highway has been abandoned by the company and the townships through which it passes have taken charge of it, keeping it in repair. At one time before the era of railroads, when the old Conestoga wagons did the hauling and trade with the West, this turnpike was a source of considerable revenue to the company, but lately it has not paid to keep it up only at one or two places near towns. This turnpike company was incorporated March 24, 1803, and in its day served a good purpose, but the railroads seem to have diverted the traffic in other channels. It will be but a short time until the toll-gate will only be a thing of the past, as the people of the present time feel that all the highways should be free. Following is the petition that will be presented to the Court.

To the Honorable J. Smith Futhey, Judge of the Court of Quarter Sessions of Chester County.

The petition of the undersigned resident taxpayers of said county respectfully represents that a toll-gate is erected and tolls charged the traveling public under certain acts of the Legislature of Pennsylvania upon that certain turnpike road or highway chartered and known as the Downingtown, Ephrata and Harrisburg Turnpike Road Company, commencing in the borough of Downingtown on the Philadelphia and Lancaster Turnpike Road and leading from there to the city of Harrisburg. The said turnpike, a highway, commences in the said borough of Downingtown on the Philadelphia and Lancaster Turnpike at a point near the residence of Miss Sarah Rees, and ends at a point near the Guthrieville Public School building; that said turnpike road or highway, upon which a toll-gate is erected and toll charged, as aforesaid, is about four and a half miles in length, and is wholly located in said county of Chester, in which such turnpike road or highway is desired to become a public road free from toll and toll-gates. The petitioners, therefore, pray the Court to appoint a jury of five reputable citizens of said county qualified according to law to view said turnpike road or highway and if they see occasion to condemn the same for public use free from toll and toll-gates and to assess the damages to which the owner or owners thereof may be entitled thereby.

L 9-30-1899

Jury of View Will Act On Downingtown's Grievance Next Thursday.

Isaac N. Haines, Francis Darlington, Eli H. Baldwin, A. Martin Darlington and John E. Clark, of West Chester, a jury of view appointed by the Court to view and if they see proper to condemn that portion of the Downingtown, Ephrata and Harrisburg Turnpike, which commences in the borough of Downingtown and ends in the village of Guthrieville, in East Brandywine township, in said county, and to assess the damages to be sustained by said condemnation to which the owner or owners may be entitled therefor, and make report of their proceedings to Court, have given notice that they will meet for the performance of their duties, under said appointment, at the terminus of the said turnpike, in the borough of Downingtown on Thursday next, October 5th, 1899, at 10 o'clock in the forenoon. The movement for the freeing of the pike took shape when a petition of citizens was filed at the August term of Quarter Sessions, asking for the appointment of a jury of view. The people of Downingtown are anxious to have the burden of tolls removed. Three of the main roads leading into the town have been subject to toll from the earliest days of the town's history. The Philadelphia and Lancaster turnpike runs through the town from East to West and connects Downingtown with all the boroughs along the line of the Pennsylvania Railroad. The pike that it is now sought to be freed has its southern termination in Downingtown and runs northwest to Honeybrook and beyond.

The freeing of the pike is an object certainly to be deserved from the point of view of people who have to pay the tolls, but the question of cost to the county is to be considered on the other side and also the fact that the parties possessing the franchise have maintained a road that is good summer and winter, and the question of whether or not it will be maintained in equally good condition in the future by the township Supervisors may also be worth considering.

L 1. 23. 1885

Sequestrator.—The Downingtown, Harrisburg and Ephrata Turnpike Company's affairs have been in the hands of a sequestrator for the last forty years, and we notice that the Dauphin County Court has appointed a new man to the office, Mr. B. M. Nead of Harrisburg. This is the old horseshoe pike which passes through this place. We believe the office of sequestrator is to hold the property until the profits and rents liquidate the debts of the corporation. Mr. Nead will have trouble to find the property in this town for mud. Honeybrook Graphic. 1-23-85

L 4. 13. 1900

The case of the Downingtown, Ephrata and Harrisburg Turnpike Company against the county of Chester was on trial at Norristown yesterday. Judge Swartz sat as trial Judge.

The county of Chester condemned the turnpike and made it a county road, and this was an action for damages for condemning and taking the road. The company was chartered in 1803. In 1842 proceedings were begun in Dauphin county and the turnpike company was placed in the hands of a sequestrator.

Mr. Nead, who was appointed to the place in 1889, testified to-day that prior to the year last named that portion of the road in Dauphin county was sold by order of the court of Dauphin county. All the rest was abandoned except four miles of road running from Downingtown to Guthrieville, a distance of four miles, which is now in controversy. The wit-

(missing section)

gate in Downingtown and that during the last ten years the receipts averaged about \$600, and that he now has in hand \$730. Most of the money had been spent in repairs.

W. A. MacDonald, a civil engineer, testified that there are five bridges upon the road that are worth \$650. He estimated that there were 7,334 perches of stone in the road, that were worth from 90 cents to \$1.10 a perch, or about \$7300. He estimated that it would take \$4,800 to put a good top dressing on the whole road and \$1,100 to reconstruct the bridges.

The defense was that nothing of value had been taken by the county, and therefore they should not be compelled to pay anything. Many have refused for years to pay toll because of the bad condition of the road.

The jury in the matter last evening rendered a verdict of \$3,564 for the plaintiff.

Commissioners David E. Chambers, J. Elwood Quay and John C. Ferron were present during the trial of the case. Mr. Chambers arrived home last evening, and when he heard the verdict of the jury he announced his dissatisfaction with the sum awarded. Whether or not there will be a further appeal remains to be seen.



**A TALE OF THE HORSESHOE PIKE 80 YEARS AGO**

By Rees Elmer Welsh, Veteran of  
 7<sup>th</sup> C.H. The Civil War  
 6.27.1929

As Told To Martin L. Andes.

"I can name every farmer along the Horseshoe Pike eighty or eighty-two years ago, beginning at the Manor and running along to Honey Brook and tell you where they each one lived and some things about a good many of them."

Here is indeed a remarkable story and one that will command the attention of every reader of the Herald. It comes from Rees Elmer Welsh, veteran of the Civil War, and now in his 88th year. Comrade Welsh was born along the Pike and has spent the most of his long life in this community.

His birth-place is the present home of Mr. and Mrs. C. Clarence Lemmon, of the Pike, about one mile east of Honey Brook Boro, and his present residence is just a few hundred feet to the westward, along that self-same Pike.

William McClure was the store-keeper at Brandywine Manor. He was the grandfather of Miss Emma McClure, the present keeper.

Next up the pike, where Clyde Dorlan now lives, was the home of his great-grandfather, James Dorlan. (From this family came the Dorlans of the paper industry whose plant was at Dorlan's Station in Wallace Township). The house opposite the Dorlan Property has been built long since.

Two men named Welsh (little or no relation to me) kept store at the corner for many years. "Billy" Bell, a Hicksite Quaker from the lower part of the County, later bought the property. He didn't keep store, but he did farm the land. He harvested on Sunday and there was a good bit of fuss about it among the neighbors and he had to quit. Across the road where "Squire Joseph Trego lives, that was Robert Neeley's place. He was the father of John Neeley.

Down the road, off the pike where the Frasers lived (now the widow Coates) was George Davis'. He was Joe Davis' brother, the blacksmith in Honey Brook who built the Hardware Store (now owned by Elwood Ludwick and used for the post office). George Davis had a son killed at the barn raising on that farm.

Matthew Stanley (the General) lived at the Bowman place. He was very old when I was a boy. William Ford owns the next place, but it was Joseph Mackelduff's. He married a Munholland, sister to Doc Munholland in Honey Brook. They owned the John Buyers place, too, and the mills were down there. The mills were once in Honey Brook Township. Samuel Mackelduff lived up in the big house on the Pike. That little house on the corner, there was a blacksmith shop and a wheelwright there then. Elwood Ludwick was born in the house; his father was the blacksmith then.

The Pfitzenmeyer place was a hotel but I don't remember it. David Buchanan owned it, Cora's grandfather that was. He went to the Manor before he went to Honey Brook to church. The Ricker place was a hotel, too. I ate dinner there once when I was a boy. The Muddock place (recently sold to a realtor) was a hotel too. George Bunn,

grandfather to Dave Bunn, owned it. (The farm, not the hotel). During the war there were parade grounds there and the soldiers drilled. They had drilled there before.

Across the pike at the Hawkins place there was a man named Surgeonson, and he was a dentist. The Sallie Whiteman (Patton) place was Thomas Walker's and his sister. Her name was Jane Walker.

Rockville was a bigger place than it is now. There are six buildings less in Rockville than there was 80 years ago. Dan Guildin's was a blacksmith's. Peter Dampman was the blacksmith (not the Peter Dampman so well known in Honey Brook). He moved to Philadelphia in 1860.

Walker's school house was just down the road from Stanton's store, on the right side. Thomas Walker taught the school. The Greisen place (now owned by Mrs. Leah Ricker) was John D. Jones'. He was an uncle to Margaret Jones (Honey Brook). Thomas and Leonard Jones were his brothers. On down the road (not the Pike), Harvey Reynolds' was Nathan Pinkerton's; Clarence White's was Andrew Forrest's, and John McMinn's was John Strong's.

Andy Moore, a lame man, kept Rockville store and so did William Robinson. And I must tell you about the race track. You had that wrong in the Herald. The first and second fields this side of Pfitzenmeyer's was the race track. I mind it well. The judge's stand was near the Pike.

John Schrack's (now Steeley's), John Ralston lived there. There was a store near it, and a tailor shop too. They were both torn down. The tailor shop was two stories and David Jones and Samuel Pinkerton had it. The Brown place (just east of the Rocklyn Station) was James Ralston, brother to John Ralston. They were great Manor people. John Valentine lived down that back road, too. Its a pig farm now. He went to Manor Church every Sunday. And Abner Jones' was Sam Jones', Harry's grandfather. At the Thompson place, Sam Jones' son had a tannery. The "boat house" isn't very old. John Graham and Trus Connell lived on that place too.

Now we're back to the Stanley Brown place. His father was "Squire Brown. He had an old-fashioned cider mill. It was a horse tread. He used rye straw in pressing it.

Kennel's place up the road (running north by the station) was William Buchanan's. He was with Lewis, Buchanan and Ralston (Honey Brook storekeepers). Sam Long married his daughter and that missionary, (Wheery?) that's right, married the other one (Clara). Carroll's place was "Squire McConnell's (Jacob). That was a hotel but I don't remember it. That little stone house across the yard, that was the still house.

Where Shannon lives (the former Killian farm), that was Jimmie Griffith's, you've heard of him! Sam Mim's (Roland Good's farm), on the back road was the Samuel Lawrence farm.

The Clarence Lemmon place, I was born there. But not in that house. The one I was born in burned down, then we built that one. My father's name was Rees, too. He was a County Commissioner. He was township constable and assessor for many years. Joel's place (Stoltzfus) was Ewing Lewis', Jim's grandfather. His father, John G. Lewis

farmed it for two years and Lorenzo Welsh farmed it for nine years.

The Reel farm back here (just off the Pike), was Nathan Griffith's. He had a brother who was a doctor down near Glen Moore, (Dr. Benjamin Griffith). The Speakman place belonged to John Corbit. He was a shoemaker and a butcher, too.

Yes, my father was a County Commissioner when the road was built from the Five Points down through the mountain. Before that the only road was the one that ran straight down the road (past the old Grove place).

There was a big machine shop out there where my garden is. Nathan Griffith and Levi Griffith had it. They made wheat cutters and corn-shellers. Then Bush and Wagenseller took it. They made horse rakes and threshing machines and lots of other farm machinery. Calvin Griffith built this place (the house we were sitting in). He was a son of Abel Griffith.

The Bates place (down Suplee road) was the Widow Moore's. But there is a new house there since. The Dukeman place was Abel Griffith's. That's the house that burned down. There was a log house on the corner, too, and John Patton lived in it some time or another. Then there was Tommy Griffith's place (McDowell's and now Zook's). He married Christiana McCamant.

Paul Emrey's place was William McConnell's farm. He married Becky McCamant. Levengood's was the Wild Cat Hotel. John Levengood was William's grandfather. All the elections were held there when I was a boy. The Siverling place, Peter Dampman owned it and did blacksmithing there after he left Rockville and before he went to Philadelphia (same as before mentioned). There was a wheelwright shop there, too, and he lived across the road in the Spece house (Thomas Bechard place).

Down where Frank Abbott and Fred Hackett live, that was all "Squire Hackett's. Where Clarence Ottenkirk lives (Charles L. Piersol since April 1st), was James Given's, Rees' father. The next place, Fisher's (these are down the back road), was first Cabel Davis' and then James Robinson's. The next place, Thomas King's, was James Ottenkirk's. He was Clarence's grandfather.

At Hoopes', that belonged to Jesse Hoopes and his brother, William. Where Wayne Gabel lives was Daniel Grove, they call them Groff now. Where Morris Zook lives was Henry Long's. He was Stephen's father: The George Dague place (the farm) was Joseph Marple's. Frank Miller's place was Aaron Davis' and then Dickie Meredith's, and Daniel Moore, a bachelor, lived at the Carrie Aikens place (farmed by Christ Umble).

Then out the road (towards Morgantown) Samuel Boyer lived where Ezra Fisher now lives (later the Nelms place). At Arthur White's place (in Honey Brook), that belonged to Abner Griffith and he had the store (torn down). The Mart Kurtz place (west of town), was Anthony Graham's (Mrs. Kuein's father), and the William Frankhouser place was Benjamin Griffith's. He was Ingram's father. Where Kennel's is was Andy Buchanan's and it was a hotel. Clemens McConnell lived where Wayne's is (grandson). A shoemaker lived at the Schultz place and his daughter taught school (name forgotten).

At Peachie's (later Stuart Suplee's) was the Bidden home. They

like the one at Brown's at Rockville. John Ammon kept the Mountain House on top of the hill. Davis Ranck's (New Holland) father lived out there where Harry Leslie lives. And Harry Kurtz's place, that was Peter Edwards'.

What a remarkable memory Comrade Welsh has and if the afternoon hadn't been so far along, doubtless he would have told me many more interesting things of the Horseshoe Pike as it appeared about 1850.

L5-10-1928

**HORSESHOE PIKE FIGURES IN HISTORY**

(By Martin L. Andes, Honey Brook)

Although 1928 marks the 125th anniversary of the incorporation of the Horseshoe Pike, that now favorite highway of Pennsylvania Governors dates back to 1710. At first little more than an Indian trail, it passed through several stages until in recent years its smooth, hard surface is now bearing heavy motor traffic.

On March 24th, 1803, the road was incorporated as the "Downingtown, Ephrata and Harrisburg turnpike," but it became popularly known as the "Horseshoe pike" some years before that time and its colonial name stands until the present. The new turnpike followed to a large extent the old "Paxtang" road, then a highway leading towards Harrisburg. In the building of the Horseshoe Pike, which began in 1803 and lasted until 1815, the changes in many instances were so slight that only a farm house stood between the old road-bed and the new. Such was the case where the Black Horse tavern stood, just west of Honey Brook (then Waynesburg). The Paxtang road ran to the rear of the tavern and the bar was entered from the northern end, but after the building of the Horseshoe Pike, the road ran on the opposite side of the tavern, making it necessary for the tavern-keeper to cut a door through the southern end.

In every stage of its change from a trail to a hard-surfaced highway the Horseshoe Pike has figured largely in the affairs of the Commonwealth and the Nation. Progenitors of great men and great men themselves have been born on the farms which border it on both sides. Dr. A. K. Gaston, himself a physician of consequence and the father of a family of prominent physicians; Rev. John Carmichael, friend and supporter of General George Washington during the Revolution; and Honorable Matthew Stanley Quay, all have figured conspicuously in the history of the Nation and all were from "along the Horseshoe pike, near the Brandywine."

**TRAVEL DISTURBS CHURCH.**

Welsh and Scotch-Irish settlers first used the road as a route out of Philadelphia to their future homes in 1710, and in the following years, to market the products of their farms. By 1790 it was recognized for its worth in the settlement of Pittsburgh and other Western cities. The heavy traffic of Conestoga wagons was responsible for its incorporation and improvement soon after the beginning of the last century. In 1825 this condition had increased to such a large extent that the lumbering vehicles, with their boisterous teamsters, was a matter of much concern to the churches along the highway. The nearness of the Presbyterian Meeting-house at the Forks of the Brandywine to the road was a great annoyance to the pastor and worshippers, and Sunday traffic became so heavy that services were often discontinued because of the racket. It was thought that the arrest of a number of these "law-breakers" might reform them, but it was found after several arrests and fines for "pursuing their occupation on the Lord's Day," that the proceeding only increased the disturbances. After a trial it was discovered that many of the drivers made it a special object to pass along the road during the hours of worship. Sixty years ago, as some will recall, the road was little used, except

1928

## WAYNE'S TALK

A stage-coach drawn by four horses traveled along the Horseshoe Pike, in 1845, making the trip from New Holland, in Lancaster County, to West Chester and return in 48 hours. Horses were changed at the "Brick" tavern, which stands about two miles west of Gutriesville.

We would think that pretty tedious traveling in 1928, when the same trip can be made in a motor car, over a smooth, hard road, in about three hours.

How impatient we become if a hurried call for the Doctor does not bring him dashing to our door in an automobile in a short while, yet when young Dr. William Gaston, of Wildbrier, along the Horseshoe Pike, visited his patients 75 years ago he made his rounds on a high-wheeled bicycle.

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There were but six "riding vehicles" owned by the inhabitants along the Pike in 1786, and it was not for another half century had past that they came to be commonly used. Nearly all traveling was done by foot or on horse-back.

The "upping-blocks," in the yards of the neighborhood churches did not entirely disappear until about 1870. These blocks, often large stones, were placed conveniently about the church grounds that the women folks might mount their horses with ease. Dwelling houses had them, too, and some few of them still are found scattered along the pike.

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Dr. William Gaston, who made his professional calls on a bicycle, was from that large and illustrious family who came to live along the Horseshoe Pike about 1835. Two brothers, both physicians, Joseph and A. K., came from Easton, Pennsylvania, and entered at once into the community's life. They remained for nearly 50 active years and then left behind them valuable estates in personality and children.

Dr. Joseph Gaston settled at the then new village along the Pike called "Waynesburg," and now Honey

Brook. Among his several children is Colonel Joseph A. Gaston, a retired officer of the United States Army. Entering West Point Academy in 1881, he graduated four years later. His several promotions in rank came rapidly until, during the late World War, he was made a Brigadier-General, and had charge of Camp Meade, Maryland. He now lives in Philadelphia.

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CR 7.3. 1931

A new concrete road, a relocation of 1.06 miles of the Horseshoe pike on the Lakes-to-Sea Highway between Honey Brook and Blue Ball was thrown open to traffic today.

Under improvement since April last, the new section is approximately three miles west of Honey Brook, extending east and west of the Chester-Lancaster county line. The primary purpose of the relocation was in the interest of safety.

A sharp right-angled turn onto a bridge over the tracks of the Downingtown and Lancaster branch of the Pennsylvania Railroad is eliminated at the west end of the new road, and an underpass necessitating two other turns is eliminated at the east end. The new road parallels the old route to the south of the railroad tracks.

The surface is of concrete and was built by the Suburban Construction Company of Ardmore, Pa., on a contract awarded on April 14, last, at \$40,188.15. It is a State 100 per cent. improvement.

On the old road there were numerous accidents at the bridge over the tracks of the railroad. Pressure was brought to bear upon officials of the highway department to eliminate this bad turn and bridge situated near the top of the ~~West~~ Mountain.

## THE OLD HORSESHOE PIKE

3.13.1930

There is at present considerable speculation upon the part of folks living along the Horseshoe Pike as to whether it will or will not soon be concreted. Stories are current that work upon the project will be started sometime this coming spring; rumors are abroad that the course of the roadbed will be considerably changed; and the more pessimistic among us surmise that the town of Honey Brook will be left high and dry—that the newer road will make a by-pass some distance to the southward.

Rebuilding the Horseshoe Pike, which is now a part of the Lakes-to-the-Sea Highway, according to the maps of the Pennsylvania State Highway Department, recalls to mind some facts about the building of the road as it now is.

The Horseshoe Pike was incorporated about 1805 under the laws of the Commonwealth of Pennsylvania. Its stockholders were persons vitally interested in a road for heavy traffic running through the section; some of them local land-owners, and others persons who regularly sent long lines of Conestoga wagons out from Philadelphia to Pittsburgh and the far west.

As a dividend-paying proposition the Horseshoe Pike never rated very high, and there is no record of its shares ever having been listed upon the stock exchange in Philadelphia or New York City. In fact, about the only place they ever appeared was in the upper left-hand pigeon-hole of grandfather's desk: After a few years they were marked "without value" and were relegated to the waste basket of city counting-houses, or carefully folded away in the trunks in the attics of farm houses.

From time to time a stray Horseshoe Pike stock certificate is found by some prying soul of the present generation who decides, upon a rainy day, to investigate the contents of the trunk that "Uncle Uriah" took with him around the Horn in '55, only to find that mice have had no regard for the debentures that built the early artery of American travel.

However worthless the certificates are now the same cannot be said of the highway itself, and if all works out as is planned by the Regional Planning Federation the old Horseshoe road will witness vast changes upon the landscape, to the northward and to the southward, during the next quarter century or even sooner.

The Horseshoe Pike was some fifteen years in the building and many changes were made in its course. The old Paxtang trail which followed the path of the Indians played a major role in its construction between Downingtown and Ephrata. The "new" road, however, was not quite so meandering, and when straightened, left a number of Honey Brook township farm houses with their kitchen doors facing the road instead of

the box-like porticoes originally intended to grace their fronts.

Such was the case at Honey Brook Manor Farm, about one mile west of Honey Brook. If one goes to the rear of the house in which Mr. and Mrs. Pete Kennel will shortly move, he will clearly see the impression of the older roadbed, some one hundred feet north of the Pike's present course. What is now the front of the farm house, was formerly the rear and vice versa.

Many Horseshoe Pike farmers of 125 years ago found themselves liv-

ing just the reverse to what they were used to, but the Methodist and Presbyterian enterprising spirits of that far off day had imbued them with the ability to accept changes, however drastic, calmly, and not many years passed before they were again living with back doors to the back and front doors in the front.

The Horseshoe Pike may or may not be due for a redressing in the near future. Even those in the employ of the Highway Department admit that they don't know. But when we see an army of workers descend upon us and motor trucks unload concrete mixers, shovels, straw and crushed stone, we can be reasonable sure that the new roadway will leave the older one at several points and once more some of us may be living backwards.

—Special Reporter for the Herald.

CR 7.27. 1937

The horseshoe pike which is now undergoing extensive repairs was closed to traffic yesterday between Brandywine Manor and Honey Brook and a detour has been established from Downingtown to Honey Brook by way of Boyd's corner on the Lincoln Highway and Compass.

It is said that the closing of the road to traffic became necessary on account of extensive grading work that is being done on Speice's hill just east of Honey Brook. About four feet of earth is being taken off of the top of the hill and this material

used to fill up a hollow at the foot of the grade. The work is being done by a power shovel.

One half of the road is being cut down at a time and yesterday it is said a large truck got stuck in the excavation and it was found that traffic would have to be shut off. Immediately the detour signs appeared along the Lincoln Highway as far west as Boyd's Corner and then north on the Compass road to Compass and on to Honey Brook.

The force of men at work on the pike started at the Lancaster county line and are working east. The heavy crown on the macadam surface which has been the cause of many accidents is being cut down and about three feet on either side added to the present road which will increase the width about six feet over its present width.

According to reports the highway is to be resurfaced with amesite like the King's highway which will make very fine road without any of the objectionable crown which has been the cause of much completed from travelers over the Horseshoe pike. It is said to be the intention of the highway department to carry the improvement on to Downingtown.

The work on Speice's hill is being held up because of the great difficulty in tearing out the old roadbed which was built of large boulders to a depth of several feet. In order to cut down the grade it has been necessary to remove these boulders which is just like digging into an old stone wall. The large stones are being broken up and used for fill.

CR 5.24. 1958

(Record Harrisburg Correspondent)  
Construction of a section of U. S. Route 322 in the Downingtown area by the State Department of Highways will get under way in the near future, the Record learned today.

No request for a public hearing on the project has been received by the department which eliminates delay in getting construction started.

The project will cover a distance of 6.66 miles from the intersection of Route 322 and Traffic Route 82 in Brandywine Manor to Race Street in Downingtown. It will consist of building a blacktop surface 24 feet wide.

The work will be done under the Federal Aid Highway Act of 1958 which provides for the federal share to be two-thirds of the construction cost. The Commonwealth will be able to borrow up to two-thirds of its matching share from the Fed-

eral Government.

To qualify for the federal grant the project must be completed within one year from next December 1.

In accordance with provisions of the federal act, opportunity was given for request to be made by interested persons or groups for a public hearing. The hearing would have been concerned only with location and economic effect.

NCC 9.11. 1958

Harrisburg, Sept. 9 — Governor George M. Leader today announced the award of three important highway construction contracts in Bucks, Montgomery and Chester Counties.

The three projects involve improvements on 8.55 miles of roads which will cost \$1,615,438.28.

The largest contract is located in Downingtown, Chester County on Route 322 westerly, for 6.66 miles. This will be a bituminous surfaced road 24 feet and variable in width. Modern drainage structures will be installed and three existing concrete bridges will be extended to accommodate the widened highway. Curves and sight distances will be improved and grades eased to provide "built-in" safety.

U. S. Route 322 is a heavily traveled road in this area where residential and commercial expansion has been progressing rapidly. It is an important link in the Federal net.

Edward A. Daylor Co., Inc., Coatesville, will build the new portion at a cost of \$956,910.28.

Another improvement is on Traffic Route 32 in New Hope Borough northerly for a distance of 1.72 miles which will cost \$586,745.56. This job was awarded to Kauffman Brothers of Langhorne.

The Montgomery County project involves the construction of a bridge and access roads over Tacony Creek in Cheltenham Township and will cost \$71,782.44. The successful bidder is Lansdowne Construction Inc., of Lansdowne.



PAXTANG ROAD  
Horseshoe Pike  
Cain Township

December 11, 1717, and 18, the Paxtang Road was laid out from John Mendenhalls in the Valley, to the Forks of Brandywine, by the way of Edward Clayton, George Carter, Abraham Marshall, Thomas Buffington, William Baldwin, and Jacob Taylor. During the battle of Brandywine, the Paxtang Road was used to convey wounded Soldiers to Ephrata. The Horseshoe Turnpike was Chartered, March 24, 1803.

The Horseshoe Pike started, on the north side of Lancaster Pike across from the Downingtown Bank, and went by the Pollock Mill and continued to the Road that leads to Edges Mill, and from that point the road continued to the forks of Brandywine Manor Church at which point the Horseshoe Pike and the Paxtang Road meet.

The part of the Horseshoe Pike, beginning at the Lancaster Pike and extending to the Road at Edges Mill, has been abandoned. About one-quarter mile from Downingtown the Horseshoe Pike crosses the Beaver Creek. The first bridge that was built over this Creek, was in the year of 1805, according to the present marker on the bridge. At the beginning of the abandoned Road at Downingtown, there is a very large tree, the residents consider this tree a historic marker.

*From Historic Marker Survey of Horseshoe Pike - 1935*

14--SITE OF OLD TOLL-GATE--On the north side of the Horseshoe Pike about 300 feet from the intersection of the road, which goes to Edges Mill. Cain Township.

*Historic Marker Survey 1935*

C R 6.3. 1938

Many extensive relocations are being made in the Horseshoe pike between Brandywine Manor and Downingtown which is now being reconstructed under contract. Work was started on the pike at both ends and dirt is now flying all along the route.

The highway is closed to all but local traffic, but it is said to be passable for long stretches over the old macadam surface which is not being disturbed because of the relocations. The new route will cut out a number of curves and grades and when the job is completed it will be virtually a new road with only a part of it on the old roadbed.

People who live along the pike are hoping that the section east of Brandywine Manor will be a much better job than that which was done west of that place last summer by WPA labor. According to reports the work on this end was so poorly done that the surface of the road started to buckle within a short time after it was laid and much repairing has been necessary.

The repair work on this section started early this year and has been carried on ever since, and it is said that the repaired stretches are much better than other parts of the road surface. Road men do not expect the new highway to hold up for more than a year or two when it will have to be entirely rebuilt. Why the job should give way so soon has never been explained.

Rumors that the state eventually plans to widen the highway from 50 to 60 feet have been worrying property owners whose buildings are close to the present road. Those who have been sufficiently interested to make some inquiries of the Highway Department concerning the rumors have received no confirmation of them. If the plan is carried out it would mean that the fronts of several buildings would be sliced off.

The detour placed in effect to carry the pike traffic around the construction work comes down the Brandywine Manor road to Brandywine Inn, turns left and goes over the King's Highway to Bondsville and then out to Lincoln Highway. This route bypasses Coatesville very neatly but takes the motorist around a greater distance than he would go if he came into Coatesville and met the Lincoln Highway here.

C R 11.23. 1937

After several months work the rebuilding of the Horseshoe pike from a point some distance west of Honey Brook to Brandywine Manor has been so far completed that it has been opened to traffic and the long detour around by Lincoln Highway and Octorara trail has been lifted. //23

A force of men are still at work on the pike building up the shoulders and taking care of the drainage but it will now be only a short time until the job has been completed. The work was done as a WPA project. It is expected that the improvement will be continued on to Downingtown, but this is not expected to be started until the weather opens in the spring.

The improvements in the pike consist of giving the road an entirely new surface, cutting down the grades in some places and filling up dips in others, widening the traveled portions of the highway and improving the drainage. Perhaps the most noticeable feature of the improvement is the elimination of the heavy crown in the road which made speeding dangerous.

The new road consists of an amiesite surface that is just as smooth as concrete and in some ways a bit safer since the rough surface of the amiesite tends to prevent skidding. Travelers who use the highway a great deal are much pleased with the improvement and are hoping that it will be continued on to Downingtown, as the high crown in the road and the heavy grades in that section make travel over this section at ordinary speeds dangerous.

The old toll-gates—the last relics of the days of our forefathers—must go. In these progressive times, the people demand that the highways shall be free. A petition asking for the condemnation of that portion of the Downingtown, Ephrata and Harrisburg Turnpike extending from Downingtown to Guthriesville is being circulated and already contains the names of hundreds of taxpayers. This turnpike is one of the oldest highways in Chester county, and was laid out more than a century ago. Toll have been collected thereon for a great many years, and now the people have come to the conclusion that it is about time it was freed.

With object of passing upon a petition for the condemnation of that portion of the Downingtown, Ephrata and Harrisburg turnpike lying between Downingtown and a point above the village of Guthrieville, a jury of view consisting of I. N. Haines, Francis Darlington, E. H. Baldwin, A. M. Darlington and John Z. Clark made a tour over the highway yesterday. The jury was accompanied by the Board of County Commissioners and by J. Frank E. Hause, representing the Turnpike Company; T. W. Pierce, representing the petitioners, and Samuel D. Ramsey, the master appointed by the court.

### Opening Of Turnpike Recalls Horseshoe Pike Beginning In 1803

Tomorrow the eastern extension of the Turnpike, the greatest highway of its kind in the world, is scheduled to be opened to the traveling public. Anyone desiring to get on or off this modern marvel of highway engineering in Chester County must do so at what is called the "Downingtown Interchange", located, to be sure, several miles from Downingtown between Lionville and Eagle. This isn't the first time that a turnpike has joined Downingtown and the state capitol at Harrisburg. Mr. George Irwin, local historian, has dug up the records of the Downingtown, Ephrata and Harrisburg Turnpike Commission which was incorporated in 1803 under the Governorship of Thomas McKean. Here is an excerpt from that act establishing the turnpike commission:

"Be it enacted by the Senate and House . . . that Richard Thomas, Mathew Stanley and James McConnell of Chester County; Cyrus Jacobs, Jacob Keller and John Erb of Lancaster Co.; Moses Gilmore, John Elder appointed Commissioners to do and perform the several things hereinafter mentioned, that is to say, they shall on or before the first Monday in May next procure three books and in each of them enter as follows, 'we whose names are hereunto subscribed, do promise to pay the president managers and company of the Downingtown, Ephrata and Harrisburg Turnpike Road the sum of \$100 for every share of stock in the said company set opposite to our respective names.'"

appoint such and so many toll gatherers as they shall think proper to collect and receive of and from all and every person or persons using the said road and to stop any person riding, leading, driving any horse, sulky, chair, chaise, phaeton, cart, wagon, wain, sleigh, sled or other carriages of burden or pleasure from passing through the said gates or turnpike until they shall have paid the same for every space of five miles in length.

Funerals Free  
The following sum of money shall be paid: every horse or mule, laden or unladen with his rider or leader, three cents; for every sulkey, chair or chaise with one horse and two wheels, six cents and with two horses, nine cents; for every chair coach, phaeton, chaise, stage, wagon, coach or light wagon with two horses and four wheels, twelve and one half cents — with four horses twenty cents; for every sleigh or sled, two cents (presumably the snow made wear and tear on the road less). That persons going to or from public worship and persons attending funerals shall pass and repass free from toll."

That was the beginning of the Horseshoe Pike now known as Rt. 322.

Artificial Road  
"An ace to enable the Governor to incorporate a company for making an artificial road beginning at the Philadelphia & Lancaster road at Downingtown . . . to Cornwall Furnace . . . and from thence to the borough of Harrisburg in the year 1803.

"They shall have power to erect permanent bridges over all water crossed by said route, said road to be laid out not exceeding fifty feet in width . . . and shall be bedded with wood, stone or gravel.

Such and So Many

developed farms and aided in constructing the early sections of the road in this area to aid in the transportation of farm products.

Between 1720-1735 large groups of Scotch-Irish landed at New Castle, Del. and pressed to the Great Valley, Chester County. Eventually many went westward in the neighborhood of Downingtown and then northwest enlarging the trail which came to be a section of the old Horseshoe Road. As these people and others who came into this area a large section of the road was established up to Waynesburg now Honey Brook. During the succeeding years many more Scotch-Irish settlers came and went to the Harrisburg area and began the great migration down the Cumberland Valley southward.

became "Pike" in 1803

The road was finally resurveyed and constructed into a turnpike in 1803 which made stagecoach travel possible to Harrisburg. The Conestoga wagons were regularly used to transport farm and other products from Northwestern Chester County to Philadelphia by way of the Lancaster turnpike. An important road led out to the Horseshoe Road from Warwick Furnace located on the south branch of French Creek. Captain Peter DeHaven who was in charge of certain American supplies at Warwick wrote a quaint letter to George Bryan, vice-president of the executive council, Pennsylvania, under date September 10, 1777, as follows:

"We have got some information that there is part of Mr. Hows' army within four miles of Downin' Town, and I believe they intend for our magizene, and we are in a very poor situation for defending it. I should be very glad if you would send a proper guard for the place. I have rid threw this naborhood to procure waggons, but could get but 8 or 10 to have some powder moved toward Reddin, but to what place I am a stranger."

Some of the supplies were moved over a part of the rough Horseshoe Road and eventually to Reading, where some of the supplies were located. The Scotch-Irish who settled along the Horseshoe Road a few miles north of Downingtown, soon organized and established a church in 1735 and gave it the name of the Presbyterian Church of the Forks of the Brandywine. In later years it came to be known as the Manor Church, because the vast land area was primarily Scotch-Irish.

Famous Old Church

These people had established good productive farms. The church which is located on the Horseshoe Road is built on a high elevation which provides a beautiful view of the surrounding country. The church is the oldest along this road within the bounds of Chester County. The early church building was destroyed by fire and rebuilt in 1786.

During the Revolutionary War 1775-1783, the congregation rendered unusual support to the cause of independence. Large numbers of men enrolled in the continental service and some of them served during the entire period of the war. During the pastorate of Rev. Nathan Grier, 1787-1814, a theological seminary for the training of young men for the ministry was established under the auspices of the church. Eighteen young men were trained here for the ministerial service.

Rev. John Nathan Caldwell Grier succeeded his father to the pastorate of the church which he served for a period of 54 years. During part of this time the seminary also continued. Near the close of his long ministry Rev. Grier wrote: "Since I entered upon the duties of the pastoral office here, in the year 1814, I have baptized over 500 children, 221 adult persons. I have solemnized 292 marriages and we have admitted 901 persons to the communion of the church." This old

### Important Schools

Several important educational instructions were established along the Horseshoe Road. Hopewell Academy was founded in 1825 in Guthriesville which is a few miles northwest from Downingtown, and the school continued for many years. Thomas Buchanan Read, the artist-poet, was a pupil here for a time. Later Johnson's Academy was also established in Guthriesville. Eventually, it was moved to a new building a short distance to the east of Guthriesville.

About 1845, Howard Academy was organized at Rockville, a short distance above Guthriesville. This school had unusual local support as it was an institution of high order. The Waynesburg Academy was instituted at Waynesburg, now Honey Brook, more than a century ago.

This area became a well-known educational center as two important schools were located here. Pupils who were enrolled at the Waynesburg Academy came from Berks and Lancaster as well as Chester County. The work in the classics was of high order and many students were prepared for the University of Pennsylvania, Princeton and Lafayette and other institutions.

The General Wayne Academy was also founded about this time. Its work was of a broader scope as it carried on an elementary division. There was also a college preparatory section in which good work was likewise done in the classics. As the public schools advanced the academies gradually closed their doors.

### Cloisters At Ephrata

Because the German migration which touched the upper area of Chester County, also the neighboring counties of Berks and Lancaster, it is necessary to include a brief history of the Seventh Day German Baptist Cloisters at Ephrata, located on this historic road but a few miles above Honey Brook. In 1732, Conrad Beissel, a religious leader, established this religious group at Ephrata. The organization consisted of three parts: (1) Brotherhood; (2) Sisterhood and (3) Householders or married couples.

During recent years Pennsylvania purchased the remaining buildings and gradually they are being restored to their original simplicity and plainness. It is one of the most important historic shrines of the state. The living of these people emphasized self-denial, self-sacrifice and humility. The institution was self-supporting and its charitable work was noteworthy. Farming, milling, printing, weaving and other important activities were carried on successfully.

### Important Printing

Printing became an important part of the society. They printed their own paper, prepared the type and bound their own books and pamphlets. Peter Miller, who was an able scholar, had charge of the printing. Their most important publication was entitled, "Die Blutige Schauplatz," or "The Bloody Arena," which was written by T. J. Van Bragt. It is a realistic historical study of those who endured suffering and death for their faith.

The book is a folio volume which contains 1512 pages which are 8 3/4 by 14 inches. The book was originally written in Dutch and translated into German by Peter Miller. It took 15 workmen three years to complete the work, printing of which was done on paper made by the Ephrata mill. This book is the largest produced by any press in America prior to the Revolution. There is a frontispiece in the volume which shows John the Baptist baptizing Christ in the Jordan. However, the frontispiece was placed only in the volume for the German Baptists who believed in baptism. During the Revolution Peter Miller had become a good friend of Washington who was pleased

German. The pamphlet was also printed by their press and freely distributed among Pennsylvania Germans. Messengers came down the Horseshoe pike to distribute the pamphlets among Pennsylvania Germans.

KNA 8.7.1953

### BY CHARLES W. HEATHCOTE

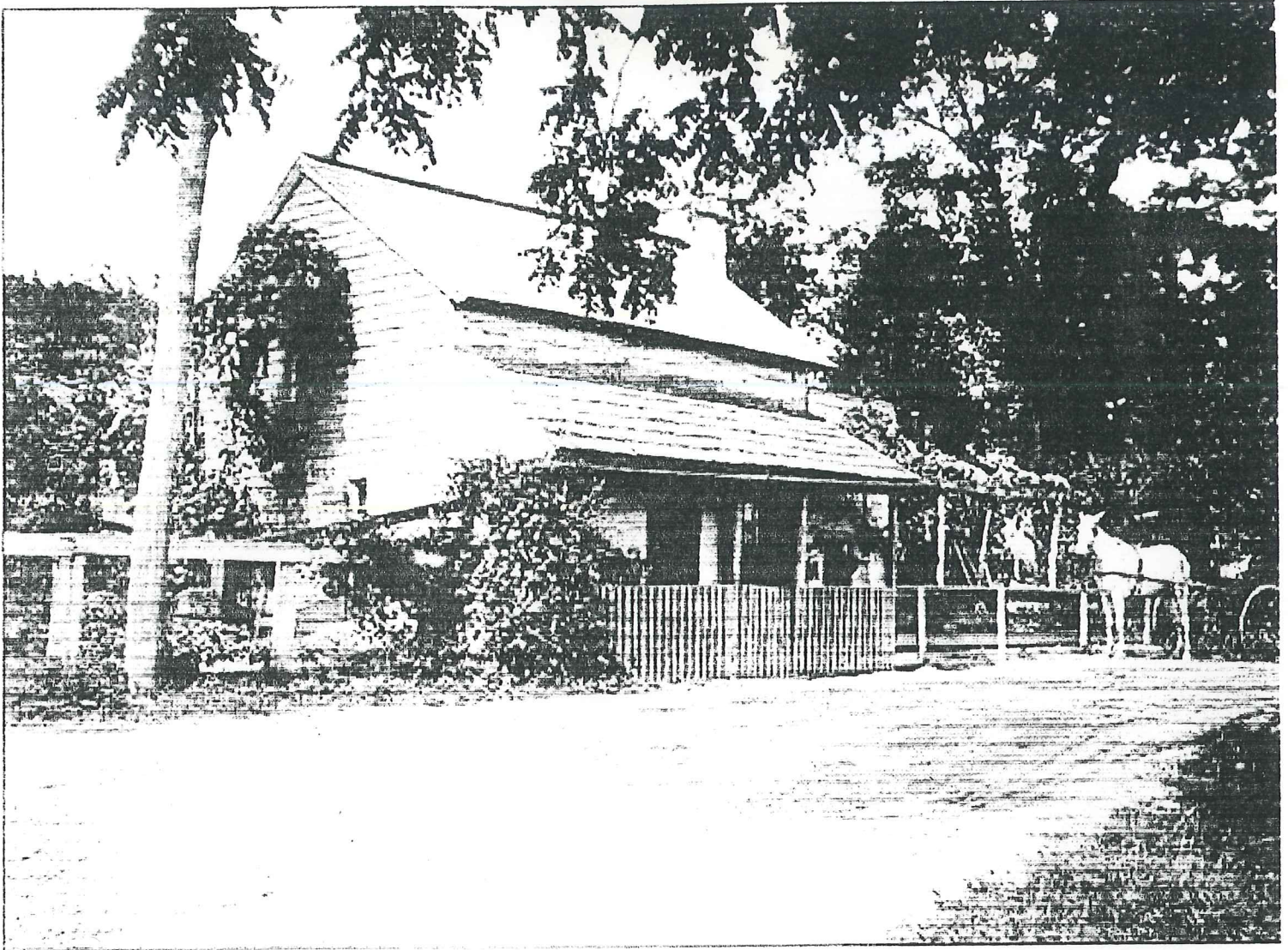
One of the picturesque roads of Chester County is the highway commonly called the Horseshoe road and later named the Horseshoe Pike. The origin of the name is lost in tradition but there is a story, interesting but probably exaggerated, that originally the road was so rough and difficult to travel that an unusual number of blacksmith shops were established along the old road that the horses could be shod quite frequently. Only this way was transportation possible. The other story, more likely correct, says there are so many curves in the road that it has the appearance of horseshoes.

### Begins In Downingtown

The road begins at Downingtown and extends northwest, leading to Harrisburg. Downingtown on Route 30 or the Lincoln Highway is about seven miles northwest of West Chester. In the early years Downingtown was known as Milltown. It was incorporated in 1859.

The history of the road can be traced to 1752, although sections of it date back to 1710, 1725, and 1735. The section now the northwestern part of Chester





As part of a series of July 1902 photographs, two pictures of the old tollhouses of Downingtown were taken. Above is the tollhouse on the Route 322 curve; below is the tollhouse where Shep Ayars was the toll taker as early as 1857. The first toll road in America ran through Downingtown.

The Paxtang Road, extending from Downingtown to the Conestoga settlements was in use long before 1750, but that year the Paxtang Boys gave it their name. They came tearing down this road in hot pursuit of the fleeing peaceful Conestoga Indians, who were seeking sanctuary in Philadelphia, during the French and Indian War. Parts of this road are now known as the Horse Shoe Pike or Route #322. It enters Chester County at what is now Honeybrook and comes straight down into Downingtown.

The poor condition of the roads in the colonial period was largely due to the policy of giving the responsibility of the roads to the local townships. They had no power to levy road taxes and some were too poor or unorganized to do anything. They had to depend entirely on the compulsory road work requirement. A man could not be compelled to work on the roads for more than six days annually. This method was very inefficient.

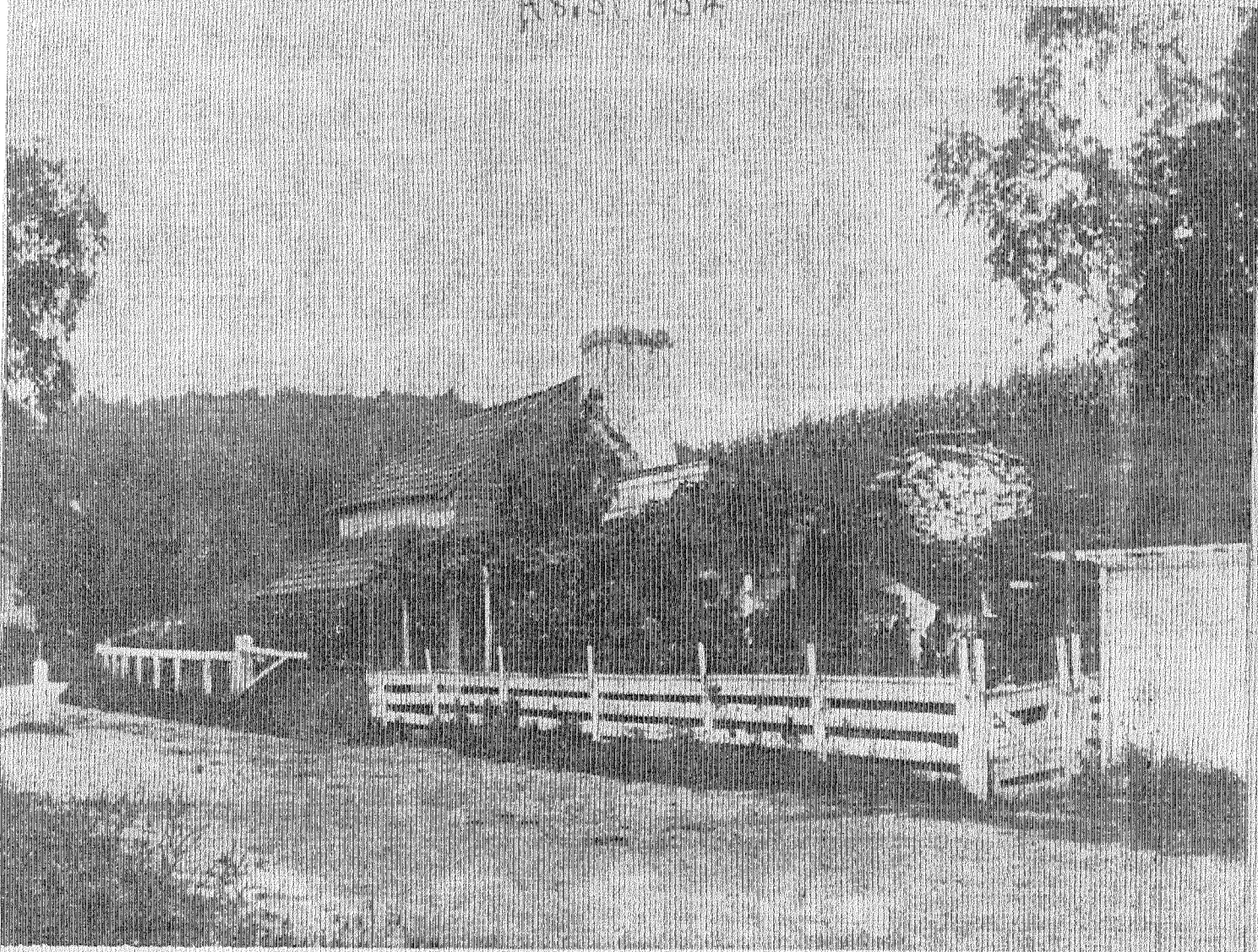
When a road was open there was no assurance that it would remain open, sometimes a farmer would plow one corner closed to square off his field.

A winter thaw or the mud in the spring often made the roads impassable for days. There were no bridges until 1805 and the ferries were privately owned, very crude and dangerous. Often the teamsters would pull down fence posts to pry their wagon out of the mud. On the average it took oxen three days to pull a load twenty-five miles.

*Grace Kugler Winthrop:  
Early Chester County  
Roads - 1986*

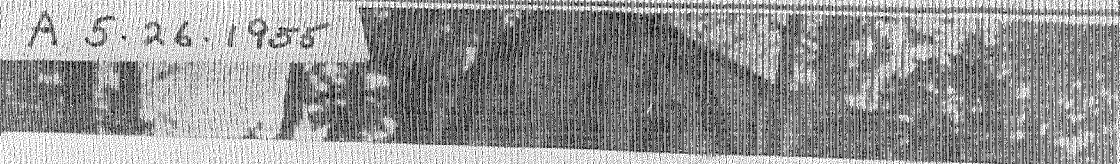


A 5.15. 1954



Mrs. Walter Fisher, sr., of 318 Highland avenue, was the first of many persons to identify this old toll gate on Horseshoe Turnpike in last week's "Where Is It?" contest. The toll gate was located on the Horseshoe Pike about a mile north of Lloyd avenue. Mrs. Fisher asked that the free subscription be sent to her granddaughter Mrs. Vito A. Pollette, Midway Park, N. C. Photo courtesy of Miss Frances Edge McLivaine.

A 5.15. 1954



A 5.26.1955

will please to present them to the Auditor or before said day, properly authenticated.

**JOHN ROBERTS, Auditor.**

February 19, 1890.

611061

Dec. 20, 1896. B T M  
Treasurer.

...the first ... that portion of the ...  
... of the county was sold by ...  
... the road was ... except for ...  
... of road running from ...  
... a distance of ...  
... which is now in ...

made on ... night to ... the toll ...  
... on the ... near ...  
... occupied by ... and ...  
... respectable and ...  
... burglar made an ...





HABS Caln Twp.  
1958

3 CURRYING SHOP, CORNER ROUTES #322 AND #15126, CALN TOWNSHIP,  
BERK COUNTY, PA.

CURRYING S  
COUNTY, P

FRONT AND NORTH SIDE.

MT AND SC



HABS- Caln Twp  
1958

Hoopes Currying Shop, corner of routes #322 and 15126, Caln Township, Chester County, Penna.

Basement + 1/2 stories C (17' x 18' masonry (stone))

Eugene A. Pollock, Downingtown, Penna.

Aaron Mendenhall purchased 450 acres of land in Caln Township - he died 1765 and his exec. Caleb Kirk sold 280 acres of the tract 1771 to John Hoopes. He deeded the land to his son Joseph Hoopes who left as his only heir, Maria T. Hoopes who married Joseph Baugh. It remained in that family until 1921. Abner R. Williams followed 1921-1927; Everett J. Hoopes 1927-1932; Upper Darby Bldg. and Loan 1932-1941; Eugene A. Pollock 1941 to date.

The bldg. is listed in the 1798 direct tax, Dept. of Internal Revenue as a stone currying shop - besides this bldg. the house and barn are still standing.

John Hoopes who owned the place from 1771 until 1817 had, besides this currying shop also a bark mill, saw mill and a smith shop on the farm. The 1795 barn is still standing near the currying shop (~~was destroyed~~) and the original house is incorporated into the present large dwelling. Route #322 originally ran on the west front side of the shop, between it and the house. Some years ago the road was changed and at present it runs to the east of the shop, the old road now being a private one. It is to be changed in a short time and the shop will be torn down by the state.

House mentioned above has a 1795 date stone (Perrys?)

None known except a pencil sketch by George Cope, 1927, ca 6" by 8" - original in the Chester County Historical Society, West Chester, Pa.  
Eleanor Raymond: Early Domestic Architecture of Pennsylvania. William Helburn, New York, 1931 - see plates 72, 73 and 154.

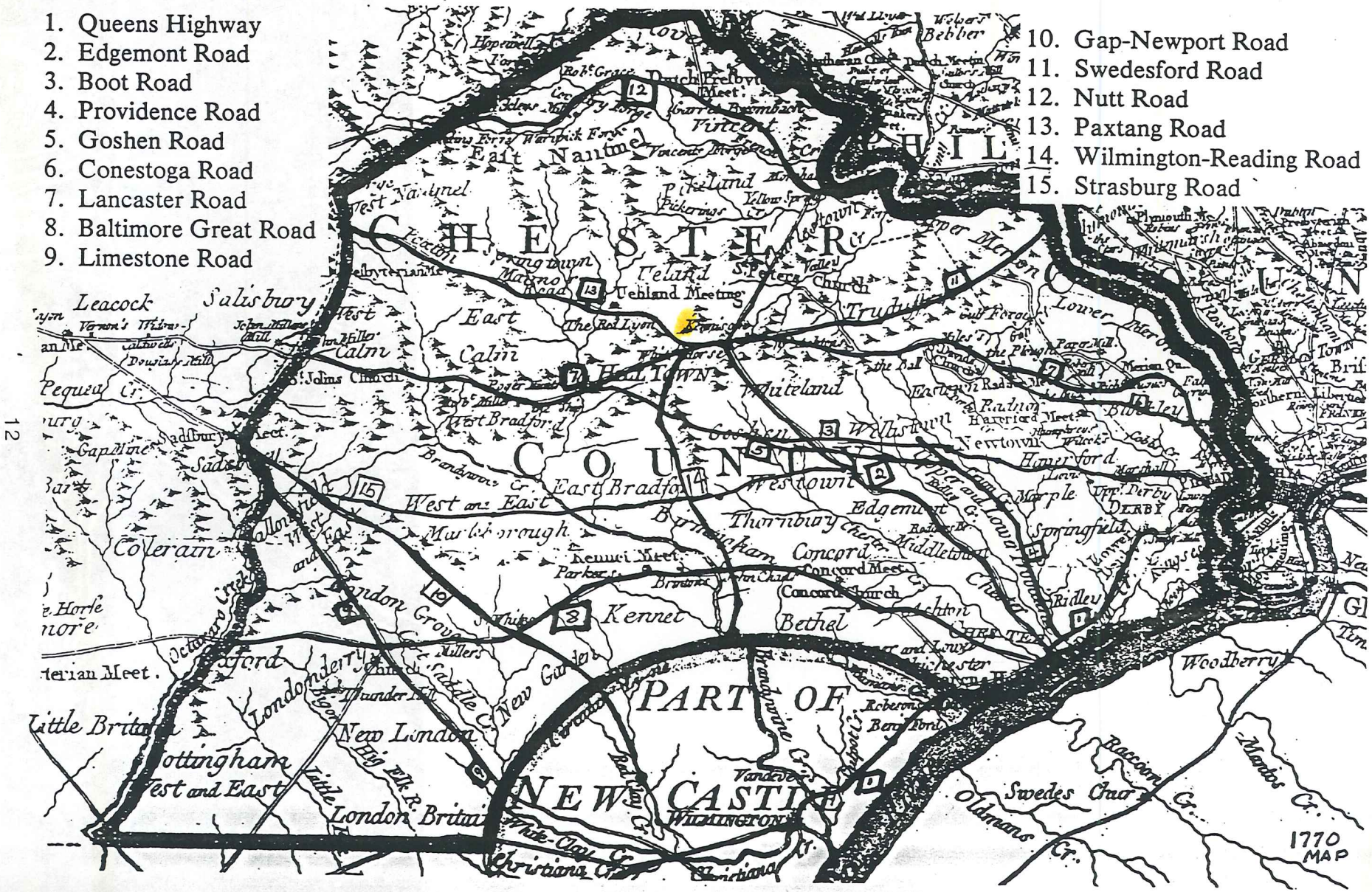






- 1. Queens Highway
- 2. Edgemont Road
- 3. Boot Road
- 4. Providence Road
- 5. Goshen Road
- 6. Conestoga Road
- 7. Lancaster Road
- 8. Baltimore Great Road
- 9. Limestone Road

- 10. Gap-Newport Road
- 11. Swedesford Road
- 12. Nutt Road
- 13. Paxtang Road
- 14. Wilmington-Reading Road
- 15. Strasburg Road



12

1770 MAP





Morgantown

Methodist

Methodist

Methodist

Methodist

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CALN TOWNSHIP.

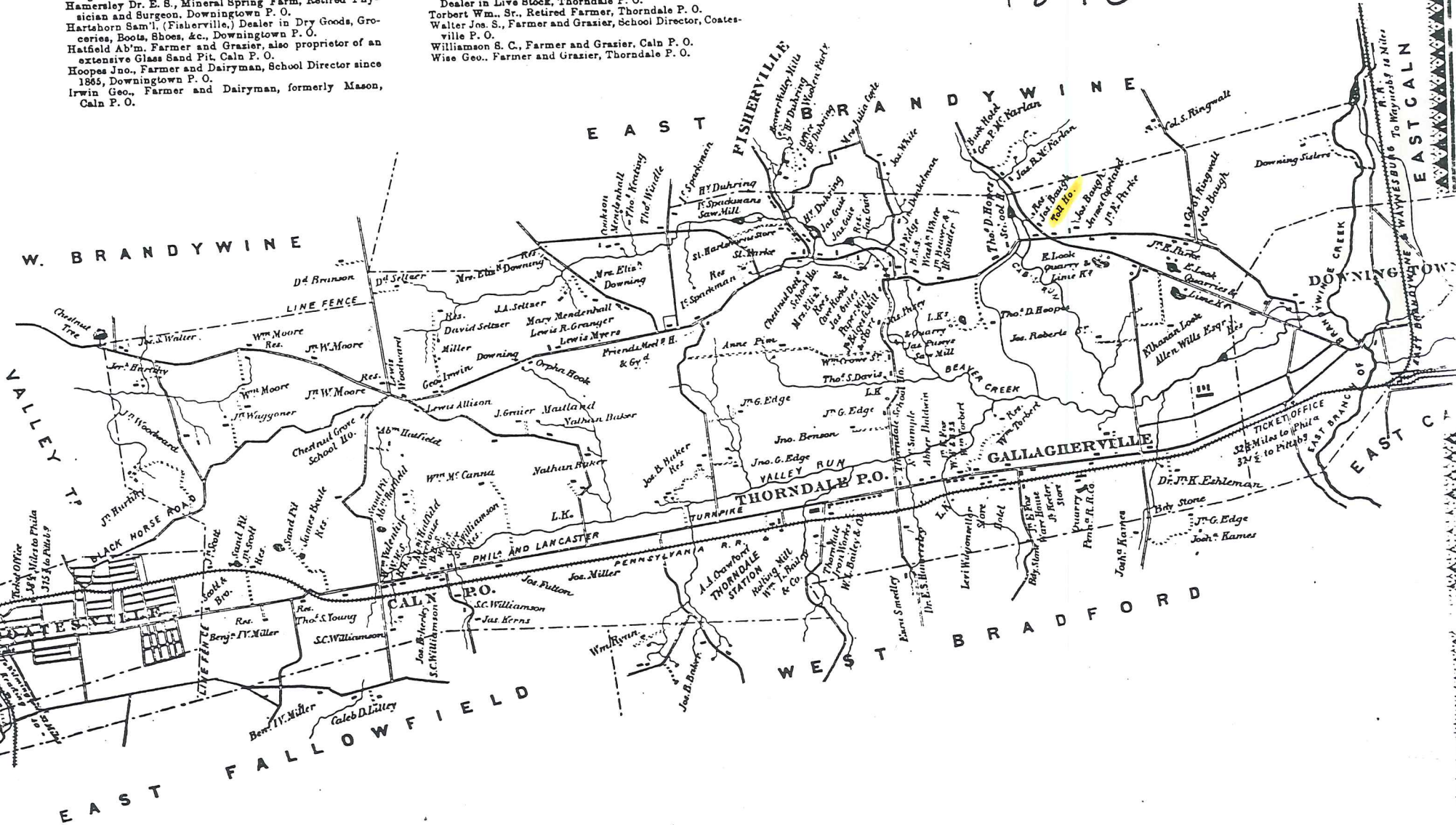
Baily Wm. L. & Co., Manufacturers of Boiler Plate Iron, Thorndale P. O.  
 Baker J. E., Farmer and Dairyman, formerly Gen. Supt. Central R. R., Thorndale P. O.  
 Baldwin Mrs. Hannah E., Green Bank Farm, Downingtown P. O.  
 Baugh Jos., Farmer and Grazier, Downingtown P. O.  
 Crowe Wm., Sr., House Carpenter, Cabinet Maker, Sawyer and Chair Bow Manufacturer, Thorndale P. O.  
 Davis Aaron, Farmer and Dairyman, Thorndale P. O.  
 Edge Jb. V., Merchant Miller, Wholesale and Retail Dealer in Flour, Grain and Feed, Downingtown P. O.  
 Guie Jas., Manufacturer and Wholesale Dealer in every description of Paper, address Eagle Paper Mill, Downingtown P. O.  
 Hamersley Dr. E. S., Mineral Spring Farm, Retired Physician and Surgeon, Downingtown P. O.  
 Hartshorn Sam'l., (Fisherville.) Dealer in Dry Goods, Groceries, Boots, Shoes, &c., Downingtown P. O.  
 Hatfield Ab'm., Farmer and Grazier, also proprietor of an extensive Glass Sand Pit, Caln P. O.  
 Hoopes Jno., Farmer and Dairyman, School Director since 1865, Downingtown P. O.  
 Irwin Geo., Farmer and Dairyman, formerly Mason, Caln P. O.

Lyons Dennis, (Gallagherville,) Fashionable Boot and Shoe Maker, Downingtown P. O.  
 Mason Wm. P., Farmer and Grazier, Guthrieville P. O.  
 Mendenhall Cookson, Farmer, Dairyman and Carpenter, Guthrieville P. O.  
 Moore Jno. W., Dairyman and Grazier, Coatesville P. O.  
 Moore Wm., Farmer, Dairyman & Grazier, Coatesville P. O.  
 Mullen Jno. B., proprietor of the Gallagherville Hotel, Downingtown P. O.  
 Sample N. C., Thorndale P. O.  
 Seltzer E. L. & J. H., Farmers and Graziers, Caln P. O.  
 Seltzer J. And'w., Farmer, Dairyman and Grazier, Thorndale P. O.  
 Spackman Amanda, Teacher, Downingtown P. O.  
 Spackman Ic., Farmer and Grazier, Secretary of the School Board, Downingtown P. O.  
 Torbert Benj. J., (Gallagherville,) Farmer, Grazier and Dealer in Live Stock, Thorndale P. O.  
 Torbert Wm., Sr., Retired Farmer, Thorndale P. O.  
 Walter Jos. S., Farmer and Grazier, School Director, Coatesville P. O.  
 Williamson S. C., Farmer and Grazier, Caln P. O.  
 Wise Geo., Farmer and Grazier, Thorndale P. O.

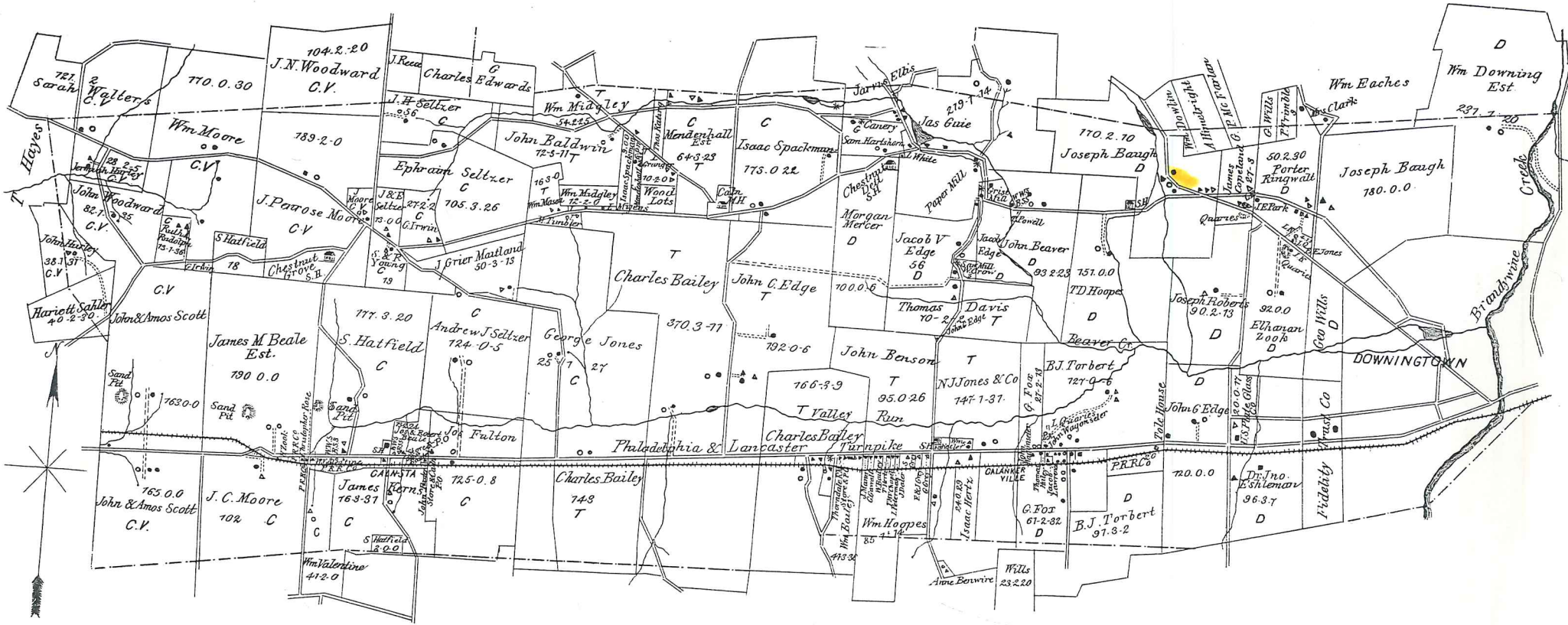
# CALN

Scale 2 Inches to One Mile.

1873



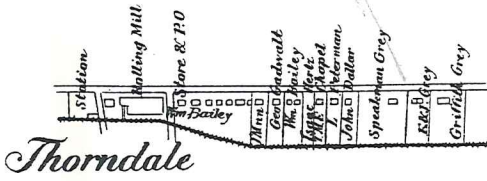




1883  
**CALN**

Scale 100 Perches to the Inch.

We believe this to be an accurate map and it gives us pleasure to affix our official endorsement  
*Joseph Reynolds*  
*Wm MacFie*  
 County Commissioners



Thorndale

- CV Coatesville P.O.
- C. Caln P.O.
- T. Thorndale P.O.
- G. Gulbrieville P.O.
- D. Downingtown P.O.
- Stone House
- Stone Barn & Outbuildings
- ▲ Frame House
- ▲ Frame Barn or Outbuilding
- Spring House



(35)

John H. Farrer	130 acres & building @ 10 50 acres of wood land @ 6 2/3 2 flour 3 cattle 4 sheep	4	6
Wm Mills	a labour	3	9
George Hoff	3 flour 2 cattle 10 sheep	4	3
James Hoff	2 flour 4 cattle 4 sheep	1	1
Andrew Nose	1 flour 1 cow	1	8
Rodger O'Divilon	50 acres & building @ 2 1/2 1 flour 1 cow	1	6
Abiah Park	80 acres & building @ 9 1/2 20 acres of wood land - 7 1/2 2 flour 4 cattle 2 sheep 1 woman a Taylor	8	2
Thomas Pinner	220 acres & building @ 25 1/2 163 acres of wood land @ 6 1/3 3 flour 8 cattle 10 sheep	1	2
Hannah Pinner	200 acres & building @ 15 1/2 1 flour 7 cattle 3 sheep	1	1
Robert Park	230 acres & building @ 22 1/2 169 acres of wood land @ 6 1/2 1 servant 3 flour 5 cattle 2 sheep a single man	19	1
James Parker	150 acres & building @ 20 1/2 118 acres of wood land @ 6 1/2 4 flour 5 cattle 7 sheep 1 servant	18	16
Joseph Pemberton	250 acres of wood land @ 6 1/3	2	4
Francis Poirson	50 acres & building @ 3 1/2 1 cow	2	1
Joseph Phipps	100 acres & building @ 6 1/2 1 flour 4 cattle a grist mill @ 20 1/2	3	18

10  
11  
12



294 East Caln Continued

29	Jm. Smith	220 Acres wth y <sup>e</sup> Buid. at 30 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 60 ditto of Uncult. at 7 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 4 horses 6 Cattle 12 sheep 1 ser <sup>v</sup> ant	1 8 9 0 6 4 0 9 0
			2 4
30	Mary Cox	115 Acres wth y <sup>e</sup> Buid. at 20 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 35 ditto of Uncult. at 5 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 1 horse 2 Cattle 12 sheep	0 18 0 0 2 6 0 2 9
			1 3 3
31	William Litter <i>heruison 25 for part of strad</i>	160 Acres wth y <sup>e</sup> Buid. at 30 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 40 ditto of Uncult. at 6 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 3 horses 2 Cows 4 sheep	1 7 7 0 3 7 0 4 3
			1 14 9
32	Jho. White	100 Acres wth y <sup>e</sup> Buid. at 16 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 17 ditto of Woodland at 5 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 4 horses 2 Cattle 3 sheep	0 14 3 0 1 9 0 3 2
			19
33	Griffith Mendinghall	40 Acres wth y <sup>e</sup> Buid. at 6 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 29 acres of Uncult. at 5 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 2 horses 3 Cattle 2 Saddle by trade	0 5 3 0 2 0 1 6 2
			13 3
34	Robt. Parke	248 Acres wth y <sup>e</sup> Buid. at 40 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 148 Acres of Uncult. at 8 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 2 horses 3 Cattle 25 sheep a single man	1 16 0 17 6 0 5 4 0 15
			3 13 9
35	Jm. Clarke <i>hire</i>	90 Acres wth y <sup>e</sup> Buid. at 8 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 10 Acres of Uncult. at 5 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 2 horses 3 Cows 6 sheep	0 7 1 0 1 9 0 3 10
			11 6
36	Abiah Parke	75 Acres wth y <sup>e</sup> Buid. at 13 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 25 ditto of Woodland at 8 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 3 horses 6 Cows 3 sheep 1 ser <sup>v</sup> ant a Taylor by trade	0 12 9 0 3 0 0 6 12 0 3 9
			1 3 6
37	Hannah Linn	160 Acres wth y <sup>e</sup> Buid. at 20 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 40 ditto of Uncult. at 6 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 2 horses 6 Cattle 10 sheep	0 18 0 4 0 5 3
			1 7 3
38	Jm. Co. Michals	168 Acres wth y <sup>e</sup> Buid. at 20 <sup>l</sup> 6 <sup>s</sup> 4 <sup>d</sup> 60 Acres of Woodland at 5 <sup>l</sup> 6 <sup>s</sup> 6 <sup>d</sup> 3 horses 2 Cattle	0 18 0 0 4 6 0 4
			1 6 6



Tam, Haines Miller (01)  
 45 Acres Land & Improvements \$1200.00  
 1 Cow 17.00

John Jones Sailer  
 35 Acres Land & Improvements \$5.50 \$183.15  
 2 Horses 8.00 16.00  
 3 Head Cattle 5.50 15.15

Willm Kinnison Taylor  
 20 Acres Land & Improvements \$3.50 \$65.00  
 1 Cow 5.00 5.00

Obed Lewis Farmer  
 122 Acres Valley Land \$4.10 \$1150.00  
 Isaac M Farlan Carpenter  
 43 Acres Land & Improvements \$8.10 \$365.10  
 1 Cow 5.50

Thomas Parke Farmer  
 210 Acres Valley Land \$8.15 } Improvements \$1987.10.00  
 40 D - Hill D - 3.15 }  
 3 Horses 13.10 40.10.00  
 6 Head Cattle 5.10 33.00

Abiah Parke Farmer  
 240 Acres Land & Improvements \$10.00 \$2400.00  
 3 Horses 12.00 36.00  
 7 Head Cattle 5.15 40.50



Sam Haines Miller (01)  
 45 Acres Land & Improvements \$1200.00  
 1 Horse 17.00

John Jones Sadler  
 35 Acres Land & Improvements \$5.50 \$183.15  
 2 Horses 8.00 16.00  
 3 Head Cattle 5.50 15.150

Willm Kinnison Taylor  
 20 Acres Land & Improvements \$3.50 \$65.00  
 1 Cow 5.00 5.00

Obed Lewis Farmer  
 130 Acres Valley Land \$7.10 } Improvement \$1150.00  
 50 B - Hill - B 3.10 }  
 4 Horses 16.10 66.00  
 4 Head Cattle 5.50 21.00

Robt Miller Farmer & Shopkeeper  
 170 Acres Valley Land \$8.15 } Improvement \$2050.00  
 150 B - Hill - B 3.15 }  
 5 Horses 16.00 80.00  
 7 Head Cattle 6.15 43.150

John Mendenhall Sadler  
 50 Acres Land & Improvements \$7.10 \$375.00  
 1 Horse 18.00 18.00  
 2 Head Cattle 5.50 10.10

Isaac M Farlan Carpenter  
 43 Acres Land & Improvement \$8.10 \$365.10  
 1 Cow 5.50 5.50

Thomas Parke Farmer  
 210 Acres Valley Land \$8.15 } Improvement \$1987.100  
 40 B - Hill - B 3.15 }  
 3 Horses 13.10 40.100  
 6 Head Cattle 5.10 33.00

Abiah Parke Farmer  
 240 Acres Land & Improvement \$10.00 \$2400.00  
 3 Horses 12.00 36.00  
 7 Head Cattle 5.15 40.50



	occupant	owner	Dwelling house	Dimensions	Other buildings	1798 Glass Tax	Federal	Acres
7	Abiah Parke	Abiah Parke	under \$100		1. New stone Barn 2 story 80, 30 well finished	Geo. Valentine In. Downing	"	150
16	Thomas Parke farm	T. Parke			1. Barn stone & loys 50, 30, 1 story 1. Frame Barn 50, 30 - 1 story, high	John Scoopes Samuel Hunt	"	250
26	Thomas Pimm	Thomas Pimm			1. New stone Barn 2 storys 60, 30	John Pimm Thos. Statker	"	180
27	Pat. Welsh	do	do	old round log house bad roof	1. wagon shed			20
29	John Pimm	John Pimm			1. Stone Barn 2 story 60, 33 roof leaky 1. stone shed 45, 17 1. Frame stable 12, 15 1. round log Barn 55, 23 want roof 1. Pottery shop 20, 23 round loys bad roof	Thomas Pimm Others	"	200
30	John Early	do	do	old decay'd house				20
15	Thomas A. Parke	Thomas A. Parke			1. Hatters shop round loys 20, 18 1. stone dwelling House walls up but no roof on 40, 20	John Edge William Parke	"	30
	John Jones	do	do	old round loys 20	20	1	30	
66	William Pimm	William Pimm			1. Barn stone & loys 45, 26, 2 story 1. old shop 20, 20	J. Statker David Mendenal	"	110
171	William Parke	William Parke			1. old hewn log Barn 40, 26, 1 story	Abiah Parke Thos. A. Parke	"	110 1/2
172	Jonathan Wallon	do	do	scarcely tenable				20
40	Sarah Reece	John Edge			1. Barn & Livery stable Connect. 60, 30. stone 1. stone shed 80, 12	Thomas A. Parke Isaac W. Garland	"	29 1/2



Occu pant

Owner

Outhouses  
smoke houseDimensions  
12 14

Materials

Stories

Windows

Lights  
(panes)

1798 Glass Tax

Federal

Occu pant	Owner	Outhouses smoke house	Dimensions 12 14	Materials	Stories	Windows	Lights (panes)	1798 Glass Tax Federal	Neighbors
120	John Newlin	John Newlin	1	35	17 round logs	2	2 9 4 6 2 4		Geo Hoofman & James Woolerons 1/2
10	Abiah Parke	Abiah Parke	1	32	28 stone	2	1 16 8 12 4 6 4 4		Geo Valentine & John Downing 1/2
		Kitchen	18	18 stone	1				
		Spring house	12	12 stone	2				
401	Jonathan Phipps	Richard Downing	1	24	20 old round logs	1/2	2 6		Abiah Parke & John Downing fuller 1/2
211	Mathew Philips	Robert Valentine	1	16	20 heavy logs stone chunking	1/2	1 12 2 8 1 4		John Mendenal & Thomas Pimm 1/2
33	Thomas Pimm	Thomas Pimm	1	36	28 stone	2	5 15 6 12 3 6		Thomas Matker & John Pimm 1
		Springhouse	20	14 stone	2				
50	Thomas Parke	Thomas Parke	1	42	32 stone	2	12 18 3 15 2 6		John Hooper & J Hunt 1/2
		Milkhouse	12	12 stone	1				
35	John Pimm	John Pimm	1	46	26 stone	2	8 15 4 12 3 4		Thomas Pimm & Samuel Cunningham 1
		Storeroom	26	10 stone	1				
		Milkhouse	12	15 stone	2				
69	William Pimm	William Pimm	1	30	20 round logs	1/2	2 6		Thomas Matker & David Mendenal 1/2



Nov 1799

1 do Barn		
140 Acres Valley land	19	2660
3 Horses	32	96
10 Cattle	16	160
		<hr/>
		3816

William Parke. Farmer		Sold
1 log House		100
1 do Barn		50
50 Acres Valley Land	19	950
1 Horse	40	40
1 Hatter shop		50
		<hr/>
		1190

Tho: Parke. Downing Town.		Sold
50 Acres Valley	19	950
2 Horses	40	80
4 Oxen	20	80
		<hr/>
		1110

Tho: Parke. Farmer		Sold
1 stone House		600
2 Barns 1 frame		200
200 Acres Valley land	18	3600
50 do Hill	10	500
5 Horses	32	160
8 Cattle	16	128
		<hr/>
		5100



Names	Total Value	Acres	Value
W. C. Lee	180		
Buildings	100		
16	30		
30	10		
9	620	511	
Imm			
Buildings	940		
17	1125		
9	160		
30	40		
10	6543	3323	
Imm			
Buildings	635		
17	2606		
9	1405		
10	160		
10	80		
10	3076	410	
Imm			
Buildings	350		
8	800		
35	40		
9	10		
9	1810	107	
Imm			
Buildings	160		
18	406		
33	40		
10	10		
10	42		
10	491		
Imm			
Buildings	320		
18	644		
32	01		
14	11		
14	1106		

Names	Original Names	Total Value	Acres	Value	Tax
William Park		0	0	0	0
Buildings		375			
50 Acres	18	900			
2 Horses	20	10			
2 Cattle		13.75	1069	4	27
Jonathan Park					
Buildings		525			
80 Acres	18	1440			
3 Horses	20	120			
2 Cattle	10	10			
2125		1728	6	91	
Abiah Park					
15 Acres	17	255	207		32
Malachi Park					
Buildings		110			
35 Acres	18	630			
2 Horses	20	10			
2 Cattle	10	10			
1140		973	3	39	
Thomas Park					
Buildings		540			
200 Acres	17	3400			
50 D. Mile	9	450			
6 Horses	35	210			
2 Cattle	10	10			
1600		3806	15	22	
Abraham Roman					
Buildings		60			
33 Acres	17	561			
10 D. Mile	8	80			
2 Horses	20	10			
2 Cattle	9	10			
799		650	2	60	
James Spackman					
Buildings		420			
Saw Mill		75			
44 Acres	8	352			
2 Horses	30	120			
2 Cattle	9	18			
517		1408	5	63	



Owner's Names	Occupiers Dolls	Valuation Dolls	
	<p><u>Thomas Park Farmer</u>                      Stone House -----                      2 Stone &amp; Frame Barns -----                      200 Valley Land ----- 17                      50 Hill ----- 10                      3 Horses ----- 35                      6 Cattle ----- 12</p>	<p>550                      250                      3400                      500                      105                      72</p>	
		4827	4827
	<p><u>Thomas Pimm</u>                      Stone House -----                      Stone Barn -----                      Stone Waggon House } -----                      Log <del>Corncrib</del> -----                      Stone House -----                      Frame Barn } -----                      Saddler's Shop } -----                      235 Valley Land ----- 17                      140 Hill ----- 10                      5 Horses ----- 30                      10 Cattle ----- 14</p>	<p>400                      350                      350                      250                      3995                      1400                      150                      140</p>	
		7035	7035
	<p><u>John Pimm</u>                      Stone House -----                      Stone Barn -----                      Log <del>Corncrib</del> -----                      100 Valley Land ----- 17                      100 Hill ----- 9                      1 Horses ----- 25</p>	<p>400                      400                      1700                      900                      110</p>	



71  
 60  
 60  
 25  
 46 5363 - 25 10 72  
 680  
 300  
 60  
 27  
 57 1152 - 25 2 30  
 936  
 350  
 105  
 20  
 635 1524 - 25 3 4  
 14 40  
 550  
 70  
 50  
 2170 2278 - 25 4 55  
 238 311 - - - 62  
 900  
 400  
 1300 1404 - - 2 80

Owner's name	Occupier's name	Total Value	Assessed Value	Exemption	Co.	Lot
Daniel Palmer		150	200			40
	House & lot at	150				
	Occupations at	25				
	1 cow	10				
		185	200			40
Thomas A. Parke		1786	1786			3 57
	37 acres at \$18	666				
	Buildings at	900				
	2 Horses	35	78			
	2 Cattle	9				
	dog					
		1654	1786			25 3 57
Thomas R. Parke		5114	5114			25 10 92
	200 acres Valley at \$17	3400				
	50 do. Hills at \$10	500				
	Buildings at	600				
	7 Horses	25	175			
	6 Cattle	10	60			
	1 dog					
		4735	5114			25 10 92
Lewis Thurford		2702	2702			540
	50 acres Valley at \$17	850				
	32 do. Hills at \$18	656				
	Buildings at	700				
	Sawmill at	100				
	4 Horses	40	160			
	4 Cattle	9	36			
	dog					
		2502	2702			540
Joseph Peirce		548	548			1 9
	20 acres at \$3	160				
	Buildings at	260				
	2 Horses	35	78			
	2 cows	9				
		508	548			1 9
Robert Roberts		2830	2830			25 5 66
	50 acres at \$17	850				
	Buildings at	540				
	gristmill at	900				
	oil mill at	200				
	2 Horses	40	80			
	5 Cattle	10	50			
	1 dog					
		2070	2830			25 5 66



Total value	Assessed value	Rate	Gr	Tax
510				
150				
660	2640		2	11
3060				
1350				
1050				
120				
70	22600		18	68
5650				
275				
50				
50				
9				
394	1576		1	25
1594				
1050				
100				
40				
26				
290	10812		8	96
2904				
1440				
800				
160				
105				
5442	21768		1	1740
70				
200	800			64

Owner's Name	Occupier's Name	Total value	Assessed value	Rate	Gr	Tax
	Thomas Pinner					149
	250 Acers at \$18.	4500				
	125 do. at \$9.	1125				
	Buildings	900				
	40 Horses	30	120			
	9 Cattle	10	90			
	1 dog		8735	26910	1	2/55
	Daniel Palmer					
	House and lot	160				
	Occupation	20				
	1 Cow	9				
	1 Horse	20				
	Elizabeth	209	836			66
	Thomas P. Parke					
	200 Acers at \$18.	3600				
	30 do. at \$10.	300				
	Buildings	600				
	Horns	1700	18800		15	4
	Cattle					
	dog					
	Williams Parke					
	47 Acers at \$19.	893				
	Buildings	400				
	Horns	1293	5172		4	13
	Joseph Peirce					
	20 Acers at \$9.	180				
	Buildings	260				
	1 Horse	10	10			
	2 Cattle	8	18			
		498	1447		1	59



Owners names	Occupiers names	Value	Assess	Co. Tax	Dist
		per Sal			
Malachi Park					1
53 Acres valley land @ \$60		3150			
Buildings		500			
2 Horses @ \$40 Ea		80			
2 cattle @ \$15 Ea		30			
		3790	5032	6 06	
Administrators of William Park					
47 Acres Land @ \$60		2820			
Buildings		500			
		2320	2656	5 31	
Thomas A. Park					1
41 Acres valley land @ \$60		2460			
2 Horses @ \$40 Ea		80			
5 cattle @ \$15 Ea		75			
Buildings		1500			
Benjamin Perry		\$2115	3792	6 58	
A house and lot @		200	160	32	
Elizabeth Park					1
200 Acres valley land @ \$50		10000			
50 do hills do @ \$35		1750			
Buildings		700			
5 Horses @ \$35 Ea		175			
12 cattle @ \$12 Ea		144			
		12769	10225	70 45	
Thomas Penn					1
250 Acres valley land @ \$50		12500			
125 do hills do @ \$35		4375			
Buildings		1500			
1 Horses @ \$40 Ea		160			
6 cattle @ \$16 Ea		96			
		18931	15744	30 28	
John Penn					
153 Acres valley land @ \$50		7650			
150 do hills do @ \$30		4500			
Buildings		1100			
4 Horses @ \$40 Ea		160			
8 cattle @ \$16 Ea		128			
		13538	10830	21 66	
		36263			

Owners names	Occupiers
South St	
19 Acres	
Buildings	
Robert	
6 Acres	
Robert	
15 Acres	
57 do	
Buildings	
2 Horses	
4 Cattle	
Abraham	
43 Acres	
18 do	
Buildings	
1 Horse	
3 Cattle	
Nathan	
180 Acres	
72 do	
Buildings	
6 Horses	
9 Cattle	
Isaac	
122 do	
Buildings	
1 Horse	
4 Cattle	
Samuel	
195 do	
105 do	
Buildings	
4 Horses	
7 Cattle	



9781

No. 175 Owner	Occupiers Names		Total esty.		Co	tax	Dog	
			Value	Value				
William Price	Jr. J. Parke							
	17 acres	@ \$30	2350					
	Buildings		500					
	2 horses	25	50					
	1 Dog			2990	2890	7	33	50
	Benj. Eric							
	106 acres		25	1770				
	Buildings			800				
	2 horses	25	50					
	5 Cattle	10	50					
1 Dog			3670	6227	11	34	50	
Thomas J. Parke	50 acres	50	1500					
	61 D.	17	1037					
	Buildings		800					
	2 horses	25	100					
	11 Cattle	10	110					
	1 Dog			3477	3824	8	79	50
Elij. Parke	200 acres	25	9000					
	50 D.	25	1250					
	Buildings		500					
	4 Horses	30	120					
	7 Cattle	10	70					
	1 Dog			10940	12034	27	67	1.50
Thomas Price	260 acres	22	10920					
	220 D.	25	5500					
	Buildings		2000					
	5 horses	25	125					
	5 Cattle	10	50					
	1 Dog			13595	20454	17	04	50
Abraham Thomas	113 acres	112	1306					
	Buildings		300					
	3 horses	20	60					
	3 Cattle	10	30					
	1 Dog			2194	2415	5	55	50

Owner	Occupiers
	John J. Parke
	21 acres
	Buildings
	2 horses
	2 Cattle
	1 Dog
	Robert Parke
	10 acres
	31 D.
	Buildings
	3 horses
	3 Cattle
	1 Dog
	109 acres
	Buildings
	2 Horses
	2 Cattle
	1 Dog
	106 acres
	117 D.
	Buildings
	2 horses
	5 Cattle
	1 Dog
	10 acres
	Buildings
	2 horses
	5 Cattle
	1 Dog

113800



John F Parke  
 47 ac @ 52 1/2 2467  
 Build 500  
 1 - Head @  
 batt @  
 dog \$2967 25 67 7 41

Benjamin Price  
 106 ac @ 47 4982  
 Build 800  
 3 - Head @ 20 60  
 5 - batt @ 10 50  
 1 - dog \$5872 5872 14 65

Thomas A Parke  
 25 ac @ 52 1/2 1312  
 60 do @ 17 3/4 1065  
 Build 900  
 1 - Head @ 12 12  
 4 - batt @ 10 40  
 1 - dog \$2329 3329 5 32

Elizabeth Parke  
 200 ac @ 52 1/2 10500  
 50 do @ 26 1300  
 Build 500  
 5 - Head @ 20 100  
 8 - batt @ 10 80  
 1 - dog \$12580 12580 31 32

Richard Pim  
 106 ac @ 47 4982  
 90 do @ 26 2340  
 Build 1000  
 5 - Head @ 35 175  
 10 - batt @ 10 100  
 1 - dog \$8597 5897 21 49  
 3329

11 26

10 21

11 31

11

21 52

4 66



Account	Amount	Balance	Particulars	Total	Balance	Particulars
			<b>Elizabeth Parke</b>			
			300 lbs at 45	9000		
			50 lbs at 35	1750		
			Build at	1500		
			3 Horses at 40	120		
			6 Cattle at 20	120		
9785	34251		1 Dog	12490	1075	
				12490	13565	17151
			<b>Shae, Prewington</b>			
			30 lbs at 50	1500		
			Build at	600		
			Occupation	150		
			1 H at 50	.50		
			1 Cow 12	12		
			Dog	962	15	
				962	977	3424
			<b>Shahar Price</b>			
10270	24 28 1		Lot & Buildings	1000		
7510	33 28		Occupation	500		
				1500	1500	525
			<b>John Peter Osburn</b>			
			Lot & Build	1600		
			Lot at	500		
			Occupation	300		
4733	1656		1 Horse at 40	40		
			1 Cow at 15	15		
650	237		Dog	2455	2455	8594
			<b>Abiah Parke</b>			
			50 lbs at 50	2650		
			Builds at	1100		
			2 H at 50	100		
			4 Cattle at 25	100	265	
5342	1870		1 Dog	3950	4215	14751
			<b>Delora Parke</b>			
700	205		Lot & Buildings	600	600	210



429

*Alvah Parke*

13	Acre,	at			
	Acre,	at	50	650	710
	Buildings,	at			65
	Horses,	at		775	232
	Cattle,	at			
	Dog,	at			

*Jonathan Parke*

75	Acre,	at	50	3750	
	Acre,	at	24	1175	4317
	Buildings,	at			800
3	Horse,	at	45	135	135
5	Cattle,	at	20	100	100
	Dog,	at		235	5352
					16 05

*Richard P. Parke*

100	<del>200</del> Acre,	at	45	4500	
25	50 Acre,	at	35	875	5912
	Buildings,	at			1300
3	Horse,	at	50	150	
4	Cattle,	at	20	80	
1	Dog,	at		5275	17 16

*John B. Newnough*

3	Acre,	at	50	150	165
	Buildings,	at			600
	Horses,	at			20
1	Cattle,	at		20	785
1	Dog,	at			2 30

*Isaiah Price*

26	Acre,	at			
	Acre,	at		1000	1050
	Buildings,	at			3 10
	Horses,	at			
	Cattle,	at			
1	Dog,	at			

*Maria Baldwin*

700 2 10

*Water Chrome*

	Acre,	at			
	Acre,	at			
2	Buildings,	at			
	Horses,	at			
2	Cattle,	at			20
	Dog,	at			

*Alvah Parke Jr*

53	Acre,	at	50		20
	Buildings,	at			
3	Horse,	at			50
4	Cattle,	at			25
1	Dog,	at			2

*Deborah Parke*

	Acre,	at			
	Acre,	at			
2	Buildings,	at			
	Horses,	at			
	Cattle,	at			
	Dog,	at			

*John Walker*

50	Acre,	at	35		11
50	Acre,	at	28		11
	Buildings,	at			
	Horses,	at			
4	Cattle,	at			25
1	Dog,	at			

*John Gossling*

17	Acre,	at	20		3
	Buildings,	at			
	Horses,	at			
	Cattle,	at			
	Dog,	at			

*Thomas A Parke*

20 Buildings



1839

vol. 1

Benjamin Miller

10 Cows	at 2.5	- 25		
		<u>62.5</u>	2	17

Joseph Miller

Acres	at			
Acres	at			
Buildings	at	65		
1 Horse	at 50	50		
1 Cattle	at	25		
1 Dog	at			
		<u>720</u>	2	32

Benjamin Miller

33 Acres	at 55	1815		
58 Acres	at 52	1556		
Buildings	at	<u>3317</u>		
3 Horses	at	175		
2 Cattle	at 20	40		
1 Dog	at	30		

James McConneil

Acres	at			
47 Acres	at 52	2444		
Buildings	at	1877		
2 Horses	at 50	100		
2 Cattle	at 12.5	25		
2 Dog	at	20		
		<u>4444</u>	15	15

James Morris

35 Acres	at 40	1400		
Acres	at			
Buildings	at	377		
2 Horses	at 25	50		
1 Cattle	at 25	25		
1 Dog	at			
		<u>1975</u>	6	9

House of H. Turnpike

1839

James

Acres  
Acres  
Build  
Horse  
Cattle  
Dog

Robert

James B. Gordon

Acres  
Acres  
Build  
Horse  
Cattle  
Dog

James

James B. Gordon

Acres  
Acres  
Build  
Horse  
Cattle  
Dog

James

50 Acres  
2 Acres  
Build  
2 Horse  
3 Cattle  
1 Dog

Michael

105 Acres  
87 Acres  
Build  
2 Horse  
2 Cattle  
2 Dog

E. Calu tax 1839





## CALN TOWNSHIP TAX RECORDS

Tax records for the tollgatherer's house were not very helpful. Until 1826, there was no entry for the tollhouse.

From 1826-44, James Morrow was listed, probably as a renter/occupant until 1837, when he bought the property. In 1838 the first listing of a tollhouse appeared, assessed at \$200. In 1839, there was a listing for "House of H. Turnpike, \$300."

After 1844 there was no listing for a tollkeeper or tollhouse, not even for Harriet and Elizabeth Sims, the heroines of the 1878 burglary drama.



and aliases by the said Thomas Black his heirs or assigns or by his or their Council learned in the Law shall be reasonably advised or required so as for the doing thereof he or they be not Compelled or Compellable to Travel farther than the Cities of London and Westminster or one of them and so as such further or other Assurance contain no further or other Warranties or Covenants than are herein before expressed and contained in Writings of the parties first above named have to those present indentures interchangeably set their hands and seals the day & year first above written sealed and Delivered (first stamp)

In the presence of us  
John Estangh Thomas Amis

Samuel Bonham Seal

Samuel Turner Seal

John Midford Seal

Received this Day of the Date within mentioned of the within named Thomas Black the sum of ninety and two pounds being the Consideration within written we say Received & as

Witness: John Estangh Thomas Amis

Sam Bonham

Samuel Turner

John Midford

Seals  
The Chalkley att  
The Sundry

**Be it Remembred** that on the twelfth day of January in the year of our Lord one thousand seven hundred and twenty five (six) the Deed here after mentioned was produced before George Aston Esq one of the Justices of the peace for the County of Chester and thereupon came Daniel Duobon and Edward Wolf two of the witnesses therein named who on their solemn affirmation did Declare and say they were present & saw Thomas Chalkley the Grantor therein named sign Seal and as his Deed & did Deliver the said Writing to the Mother therein mentioned and that they the said affirmants subscribed their names as witnesses thereunto which said writing is recorded in the Office for recording of Deeds in the County of Chester the ninth day of January anno Domini one thousand seven hundred and thirty four five in these words to wit) **That** ~~the~~ <sup>the</sup> ninth day of September in the tenth year of the reign of our Sovereign Lord George of Great Britain France and Ireland King Defender of the Faith & Anno Domini 1733 = between John Smith of London in the Kingdom of Great Britain Merchant of the first part Thomas Chalkley of the City of Philadelphia in the Province of Pennsylvania Merchant of the second part and Thomas Sibley of Philadelphia aforesaid Blacksmith of the third part witnesseth that the said John Smith by his Attorney the said Thomas Chalkley for the Consideration of five shillings to the said Thomas Chalkley in hand paid by the said Thomas Sibley for the use of the said John Smith the Receipt whereof is heroby acknowledged by these presents the said Thomas Chalkley (by the Direction and Appointment of the said John Smith) for and in the name of the said John Smith bargained & sold and by these presents hath bargained & sold unto the said Thomas Sibley all that tract and parcel of



land situate and being in the Township of Calne in the County of  
 Chester in the said Province beginning at a Black Oak at a Corner  
 Lewis Lewis's Land thence East by North by Vacant Land one hundred  
 and seventy perches to a post thence North by the Land of George a few  
 four hundred and eighty perches to another post thence West by South  
 by Vacant Land one hundred and seventy perches to a Chestnut Oak  
 thence South by the Land of Aaron Moudonhall and the end of said  
 Lewis four hundred and eighty perches to the place of beginning con-  
 taining five hundred acres together with all the Mines Minerals  
 Quarries Woods Meadows Ways Water Water courses Cocks fillings  
 flowings Sawdings Duntings Rights Liberties Priviledges Hereditam  
 and Appurtenances whatsoever to the said Bargained Promises  
 Belonging or in any wise appertaining and the Groves fowls and  
 Remainders Rents Issues and Profits thereof to have and to hold  
 the said Bargained Promises with the Appurtenances unto the  
 said Thomas Gindly his Executors Administrators and Assignes from  
 the Day of the Date hereof for and during the Term of one year  
 from thence next ensuing and fully to be fulfilled and lidd to the  
 intent that by virtue of these presents and of the Statute for Trans-  
 Ferring of uses into possession the said Thomas Gindly may be in  
 the actual possession of the said Bargained Promises with the  
 Appurtenances and be enabled to accept of a Grant Release and  
 Confirmation thereof to him his heirs and Assignes the Witnesses whereof  
 the said parties to these presents have interchangeably set their hands  
 and seals hereunto dated the Day and Year first above written  
 Sealed and Delivered in the presence of

Thomas Chalkley

+ Daniel Durborow Esq. Afton Ed West

Release  
 Tho Chalkley att  
 To  
 Thomas Gindly

**Be it Remembred** that on the twelfth day  
 of January in the year of our Lord one thousand seven  
 hundred and twenty five of the said Year after men-  
 tioned was produced before George Afton Esq. one of the  
 Justices of the Peace for the County of Chester thereupon

Came Daniel Durborow and Edward Wolf two of the Witnesses  
 therein named who on their solemn affirmation and Oath say  
 they were present and saw Thomas Chalkley the Grantor therein  
 named sign seal and as his Act and Deed deliver the said Writing to  
 the use therein mentioned and that they the said Affirmants sub-  
 scribed their Names as Witnesses to the same which said Writing is  
 Recorded in the Office for Recording of Deeds in the County of  
 Chester the Ninth day of January in the Year of our Lord one thou-  
 sand seven hundred thirty four (five) in these words to wit

**This Indenture** Tripartite made the tenth day of Sep-  
 tember in the tenth year of the reign of our Sovereign Lord  
 George of Great Britain France Ireland King Defender of  
 the Faith & Anno Domini 1725 between William Smith of London  
 in the Kingdom of Great Britain Merchant of the first part  
 Thomas Chalkley of the City of Philadelphia in the Province  
 of Pennsylvania Merchant of the second part and Thomas  
 Gindly of Philadelphia aforesaid Blacksmith of the third part



and appurtenances whatsoever to the said Bargained promises  
 belonging or in any wise appertaining and the profits and  
 remainders Rents Issues and profits thereof to have and to hold  
 the said Bargained promises with the appurtenances unto the  
 said Thomas and his Executors Administrators and assigns from  
 the Day of the Date hereof for and During the Term of one year  
 from thence next ensuing and fully to be Completed and ended to the  
 intent that by virtue of these presents and of the statute for Trans-  
 ferring of uses into possession the said Thomas and his assigns may be in  
 the actual possession of the said Bargained promises with the  
 appurtenances and be enabled to accept of a Grant Reliance and  
 Confirmation thereof to him his heirs and assigns with witness whereof  
 the said parties to these presents have interchangeably set their hands  
 and seals hereunto dated the day and year first above written

Sealed and Delivered in the presence of  
 + Dan<sup>l</sup> Durborow Esq. after Ed West -

Thomas Chalkley

Release  
 Tho Chalkley att<sup>24</sup>  
 To  
 Thomas Suidley

**Be it Remembered** That on the twelfth day  
 of January in the year of our Lord one thousand seven  
 hundred and twenty five the Dood hereafter men-  
 tioned was produced before George Aston Esq. one of the  
 Justices of the peace for the County of Chester & thereupon

Came Daniell Durborow and Edward West two of the witnesses  
 therein named who on their solemn affirmation do declare say  
 they were present and saw Thomas Chalkley the Grantor therein  
 named sign seal and as his Act and Deed deliver the said writing to  
 the use therein mentioned and that they the said affirmants sub-  
 scribed their names as witnesses thereto which said writing is  
 recorded in the Office for Recording of Deeds in the County of  
 Chester the ninth day of January in the year of our Lord one thou-  
 sand seven hundred thirty five in these words to wit

**This Indenture** tripartite made the tenth day of Sep-  
 tember in the tenth year of the reign of our Sovereign Lord  
 George of Great Britain France & Ireland King Defender of  
 the Faith & amog<sup>g</sup> Dom 1723 BOWDON John Smith of London  
 in the Kingdom of Great Britain Merchant of the first part  
 Thomas Chalkley of the City of Philadelphia in the Province  
 of Pennsylvania Merchant of the second part and Thomas  
 Suidley of Philadelphia aforesaid Blacksmith of the third part  
 of the said Province by his Indenture of Lease and Release  
 bearing date the fifteenth and sixteenth days of March the  
 Dom 1681 for the Conveyance therein mentioned did Grant  
 Bargain Sell and Convey unto William Wade of Great Britain  
 in the County of Wilts Yeoman the Quantity of five hundred  
 acres of Land to be laid out within the said Province to hold  
 to him the said William Wade his heirs and assigns forever  
 during therefore yearly to the said Proprietors and his  
 heirs the Rent out of one Shilling for each hundred Acres  
 of the said Land as by the said Indentures of Lease and Release  
 may more fully appear A 1711



pon by his Indentures of Lease Release bearing date the  
 nineteenth and twentieth days of August Anno Dom 1681 for the Consideration therein mentioned Did Grant and Convey unto Thomas Sager of  
 Foxham in the Parish of Tristram Malford in the County of Wilts Yeoman  
 Samuel Workman of Longly Buring in the same County Yeoman Susannah  
 Bailey of Eaton in the Parish of Millmorton in the said County of Wilts  
 Widows the Quantity of five hundred acres of Land to be laid out in  
 the said Province to hold to them the said Thomas Sager Samuel  
 Workman and Susanna Bailey their heirs and assigns for ever  
 under the like Quit rent of Twelve pence per hundred acres as in  
 and by the said last mentioned Indentures of Lease and Release  
 may more fully appear And whereas the said William Penn  
 by his Indentures of Lease and Release bearing date the twenty  
 sixth and twenty seventh days of September in the said Year  
 1681 for the Considerations therein mentioned Did Grant Bar-  
 gain Sell and Convey unto Henry Barnard of Watares in the  
 County of Wilts Shoemaker the Quantity of five hundred acres of  
 Land to be laid out in the said Province to hold to him the said  
 the said Henry Barnard his heirs & assigns for ever (paying the  
 like Quit rent of one Shilling for each hundred acres as in and by  
 the last recited Indentures of Lease Release may more fully  
 appear And whereas the said William Penn by his Indentures  
 of Lease and Release bearing date the Eleventh and Twelfth days  
 of October in the aforesaid Year 1681 for the Consideration therein  
 mentioned Did Grant and Convey unto Thomas Satt of Watares  
 aforesaid Gardner the Quantity of five hundred acres of Land  
 to be laid out in the Province aforesaid to hold to him the said  
 Thomas Satt his heirs and assigns for ever under the quit rent  
 of Twelve pence per hundred acres as in and by the last menti-  
 oned Indentures Relation being thereunto had may also appear  
 And whereas the said William Isaac by his Indentures of Lease  
 and Release bearing date the twenty second and twenty third days  
 of March Anno Dom 1685 for the Consideration therein mentioned  
 Did Grant and Convey all his said five hundred acres of Land  
 unto Daniell Smith of Marlborough in the said County of Wilts  
 Distiller to hold to him the said Daniell Smith his heirs and assigns  
 for ever as by the said last recited Indentures may more fully  
 appear And whereas the said Thomas Sager Samuel Workman  
 and the said Susanna Bailey the then wife of the said Samuel  
 Workman by their Indentures of Lease and Release bearing  
 date the nineteenth and twentieth days of May Anno Dom 1686  
 for the Consideration therein mentioned Did Grant and Convey all  
 their said five hundred acres of Land unto the said Daniell Smith  
 his heirs and assigns for ever as by the last recited Indentures  
 Relation being thereunto had may appear And whereas the  
 said Henry Barnard by his Indentures of Lease and Release bearing  
 Date the twenty eighth and twenty ninth days of March Anno Dom  
 1686 for the Consideration therein mentioned Did Grant Bargain  
 Sell and Convey all his said five hundred acres of Land unto the  
 aforesaid Daniell Smith his heirs and assigns for ever as by the said



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Sixth and Twentieth Seventh days of September in the said Year -  
1681 for the Considerations therein mentioned Did Grant Bar-  
gain Sell and Convey unto Henry Barnard of Yeatarees in the  
County of Wilts Shoemaker the Quantity of five hundred acres of  
Land to be laid out in the said Province to hold to him the said -  
the said Henry Barnard his heirs & assigns forever paying the  
like Quit rent of one Shilling for each hundred Acres as in and by  
the last recited Indentures of Lease and Release may more fully  
appear AND whereas the said William Penn by his Indentures  
of Lease and Release bearing date the Eleventh and Twelfth days  
of October in the aforesaid Year 1681 for the Consideration therein  
mentioned Did Grant and Convey unto Thomas Satt of Yeatarees  
aforesaid Workman the Quantity of five hundred acres of Land  
to be laid out in the Province aforesaid to hold to him the said  
Thomas Satt his heirs and assigns forever under the quit rent  
of Twelve pence for hundred Acres as in and by the last menti-  
oned Indentures Relation being thereunto had may also appear  
AND whereas the said William Isaac by his Indentures of Lease  
and Release bearing date the Twentieth Second and Twentieth Third days  
of March Anno Dom 1685 for the Consideration therein mentioned  
Did Grant and Convey all his said five hundred acres of Land  
unto Daniell Smith of Marlborough in the said County of Wilts  
Distiller to hold to him the said Daniell Smith his heirs and assigns  
forever as by the said last recited Indentures may more fully  
appear AND whereas the said Thomas Sager Samuel Workman  
and the said Susanna Daily the then wife of the said Samuel  
Workman by their Indentures of Lease and Release bearing  
date the Nineteenth and Twentieth days of May Anno Dom 1686  
for the Consideration therein mentioned Did Grant and Convey all  
their said five hundred acres of Land unto the said Dan<sup>l</sup> Smith  
his heirs and assigns forever as by the last recited Indentures  
Relation being thereunto had may appear AND whereas the s<sup>d</sup>  
Henry Barnard by his Indentures of Lease and Release bearing  
Date the Twentieth Eight and Twentieth Ninth days of March Anno Dom  
1686 for the Consideration therein mentioned Did Grant bargain  
Sell and Convey all his said five hundred acres of Land unto the  
aforesaid Daniell Smith his heirs and assigns forever as by the said  
last mentioned Indentures may more fully appear AND whereas  
the said Thomas Satt by his Indentures of Lease and Release bear-  
ing date the Sixteenth and Seventeenth days of April in the said  
Year 1686 for the Consideration therein mentioned Did Grant and  
Convey all his said five hundred acres of Land unto the said Dan<sup>l</sup>  
Smith his heirs and assigns forever as by the said last recited  
Indentures Relation being thereunto had at large appear AND  
whereas the said Daniell Smith by his Indenture of Mortgage  
bearing Date the Twentieth Ninth day of September for Anno Dom 1687  
for the securing of the payment of fifty pounds with interest  
thereof Did Grant and Convey unto Barbara Dayson of the City



Thomas Chalkley

first above written sealed and delivered in the presence of George Aston Dan: Durborow Ed: West

Wase  
The Lady C  
To  
Thomas Parks

**Be it Remembred** that on the twelfth day of January in the year of our lord one thousand seven hundred and twenty five the Deed hereafter mentioned was produced before George Aston Esq: one of the Justices of the Peace for the

County of Chester and Thorougham Anne Thomas Lady and Hannah his wife the Grantors therein named who acknowledged the said writing to be their Deed and Desired the same may be Recorded as their Deed which said writing is Recorded in this Office for Recording of Deeds in the said County of Chester the tenth day of January in the year of our lord one thousand seven hundred and thirty four (five) in these words to wit: **This Indenture** made the twenty ninth day of Decemb: in the twelfth year of the Reign of our Sovereign Lord George of Great Britain France and Ireland King Defender of the Faith Anno: Dom: 1723 Between Thomas Lindly of the City of Philadelphia in the Province of Pennsylvania Blacksmith and Hannah his wife of the one part and Thomas Parks of the Townshipp of Chester in the County of Chester and Province aforesaid Yeoman of the other part witnesseth that the said Thomas Lindly and Hannah his wife for the Consideration of five Shillings to them in hand paid by the said Thomas Parks the Receipt whereof is hereby acknowledged have bargained & sold and by these presents do bargain and sell unto the said Thomas Parks all that tract or parcel of Land situate and being in the Townshipp of Bin in the County of Chester in the said Province beginning at a Black Oak at a Corner of Lewis Lewis's Land thence East by North by vacant Land one hundred and seventy perches to a post thence North by the Land of George Aston four hundred and eighty perches to another post thence west by South by vacant Land one hundred and seventy perches to a Chestnut Oak thence South by the Land of Aaron Mendonhall and the Land of the said Lewis Lewis four hundred and eighty perches to the place of beginning containing five hundred acres Together with all the Mines Minerals Minerals Woods Meadows Ways waters watercourses Coods fishings flowings Drawings Duntings rights Liberties privileges Liberties and a Spontaneous whatsoever to the said bargained promises belonging or in anywise appertaining and the Acccessions and Remainders rents Issues and profits thereof to have to hold the said bargained promises with their appertinances unto the said Thomas Parks his Ex: adm: and assigns from the day of the Date hereof for and during the Term of one year from thence next ensuing fully to be enjoyed & ended to the intent that by virtue of these presents & of a Statute for transferring of uses into possession the said Land may be in the actual possession of the said bargained Parties with appertinances to be held to accept of a Grant of a License Confirmation thereof to be interchanged as set forth whereof the said Parties to these presents have first above written -

sealed & delivered in the presence of Thomas Watson Esquire the said

Thomas Lindly  
Hannah



Release  
to Sundry  
By  
to Parks

**Well Remembered** that on the twelfth day of June  
 in the year of our Lord one thousand seven hundred and  
 twenty five (1725) the Deed hereafter mentioned was produced  
 before George Aston Esq<sup>r</sup> one of the Justices of the Peace for  
 the County of Chester and thereupon came Thomas Sundry and Hannah  
 his wife the Grantors therein named who acknowledged the said writing  
 to be their Deed and desired the same may be recorded as their deed which  
 said writing is recorded in the Office for Recording of Deeds in the said  
 County of Chester the tenth day of January in the year of our Lord one thou-  
 sand seven hundred and thirty four five in those words (to wit) —  
**This indenture** made the thirtieth day of December in the  
 twelfth year of the Reign of our Sovereign Lord George of Great-  
 Britain France and Ireland King Defender of the Faith Amos Dom  
 1725 Between Thomas Sundry of the City of Philadelphia in the Pro-  
 vince of Pennsylvania Blacksmith and Hannah his wife of the one  
 part and Thomas Parks of the Township of Chester in the County of Chester  
 and Province aforesaid Yeoman of the other part who was William  
 Penn Esq<sup>r</sup> late Proprietary and Governor of the said Province by his In-  
 dentures of Lease Release bearing date the fifteenth and sixteenth  
 days of March Anno Dom 1681 for the Consideration therein mentioned  
 did Grant Bargain Sell Convey unto William Isaac of Stock London  
 in the County of Wilts Yeoman the quantity of five hundred Acres  
 of Land to be laid out within the said Province to hold to him the said  
 William Isaac his heirs and assigns for ever paying therefor yearly  
 to the said Proprietary and his heirs the Quit rent of one Shilling for  
 each hundred Acres of the said Land as by the said Indentures of Lease  
 and Release may more fully appear All which as the said William  
 Penn by his Indentures of Lease and Release bearing date the nine-  
 teenth and twentieth days of August Anno Dom 1681 for the  
 Consideration therein mentioned did Grant and Convey unto Thomas  
 Sager of Foxham in the parish of Christian Malford in the County  
 of Wilts Yeoman Samuel Workman of Longy Adrial in the same  
 County Yeoman and Susanna Daily of Catcomb in the parish of Fullerton  
 in the said County of Wilts Widow the quantity of five hundred  
 Acres of Land to be laid out in the said Province to hold to them the  
 said Thomas Sager Samuel Workman and Susanna Daily their  
 heirs and assigns for ever under the like Quit rent of Twelve pence  
 per hundred Acres as in and by the said last mentioned Indentures of  
 Lease and Release may more fully appear All which as the said  
 William Penn by his Indentures of Lease and Release bearing date  
 the twenty sixth and twenty seventh days of September in the said  
 year 1681 for the Consideration therein mentioned did Grant  
 Bargain Sell and Convey unto Henry Barnard of Goat Acres in the  
 said County of Wilts Soomaker the quantity of five hundred Acres of  
 Land to be laid out in the said Province to hold to him the said Henry  
 Barnard his heirs and assigns for ever paying the like Quit rent of  
 one Shilling for each hundred Acres as in and by the said last rec<sup>d</sup>  
 Indentures of Lease and Release may more fully appear All which  
 the said William Penn by his Indentures of Lease and Release bear-  
 ing date the eleventh and twelfth days of October in the aforesaid  
 year 1681 for the Consideration therein mentioned did Grant and  
 Convey unto Thomas Watt of Goat Acres aforesaid Cordwainer the  
 quantity of five hundred Acres of Land to be laid out in the aforesaid  
 Province to hold to him the said Thomas Watt his heirs and assigns  
 forever under the like Quit rent of Twelve pence per hundred Acres  
 as in and by the said last mentioned Indentures Relation being  
 made to the said last mentioned Indentures

the said William



1725 Between Thomas Lindy of the City of Philadelphia in the  
 Province of Pennsylvania Blacksmith and Hannah his wife of the one  
 part and Thomas Parks of the Township of Chester in the County of Chester  
 and Province aforesaid Yeoman of the other part Whereas William  
 Penn Esq: late Proprietary and Governor of the said Province by his In-  
 dentures of Lease and Release bearing date the fifteenth and sixteenth  
 days of March Anno Domini 1681 for the Consideration therein mentioned  
 did Grant Bargain Sell Convey unto William Isaac of Stoke Newdon  
 in the County of Wilts Yeoman the Quantity of five hundred Acres  
 of Land to be laid out within the said Province to hold to him the said  
 William Isaac his Heirs and assigns for ever paying therefor yearly  
 to the said Proprietary and his Heirs the Quit rent of one Shilling for  
 each hundred Acres of the said Land as by the said Indentures of Lease  
 and Release may more fully appear and Whereas the said William  
 Penn by his Indentures of Lease and Release bearing date the nine-  
 teenth and twentieth days of August Anno Domini 1681 for the  
 Consideration therein mentioned did Grant and Convey unto Thomas  
 Sager of Foxham in the Parish of Christian Malford in the County  
 of Wilts Yeoman Samuel Workman of Longly Adrial in the same  
 County Yeoman and Susanna Daily of Catcomb in the Parish of Fullerton  
 in the said County of Wilts Widows the Quantity of five hundred  
 Acres of Land to be laid out in the said Province to hold to them the  
 said Thomas Sager Samuel Workman and Susanna Daily their  
 Heirs and assigns for ever under the like Quit rent of Twelve pence  
 per hundred Acres as in and by the last mentioned Indentures of  
 Lease and Release may more fully appear and Whereas the said  
 William Penn by his Indentures of Lease and Release bearing date  
 the twenty sixth and twenty seventh days of September in the said  
 Year 1681 for the Consideration therein mentioned did Grant  
 Bargain Sell and Convey unto Henry Barnard of Goat Acres in the  
 said County of Wilts Soemaker the Quantity of five hundred Acres of  
 Land to be laid out in the said Province to hold to him the said Henry  
 Barnard his Heirs and assigns for ever paying the like Quit rent of  
 one Shilling for each hundred Acres as in and by the said last recited  
 Indentures of Lease and Release may more fully appear and Whereas  
 the said William Penn by his Indentures of Lease and Release bear-  
 ing date the eleventh and twelfth days of October in the aforesaid  
 Year 1681 for the Consideration therein mentioned did Grant and  
 Convey unto Thomas Spatt of Goat Acres aforesaid Cordwainer the  
 Quantity of five hundred Acres of Land to be laid out in the aforesaid  
 Province to hold to him the said Thomas Spatt his Heirs and assigns  
 for ever under the like Quit rent of Twelve pence per hundred Acres  
 as in and by the said last mentioned Indentures of Lease and Release  
 bearing date the eleventh and twelfth days of October in the aforesaid  
 Year 1681 may more fully appear and Whereas the said William  
 Penn by his Indentures of Lease and Release bearing date the twenty  
 second and twenty third days of March Anno Domini 1685 for the Consi-  
 deration therein mentioned did Grant and Convey all his said five  
 hundred Acres of Land unto Daniel Smith of Marlborough in the said  
 County of Wilts Yeoman to hold to him the said Daniel Smith his Heirs  
 and assigns for ever as by the last recited Indentures may more fully  
 appear and Whereas the said Thomas Sager Samuel Workman  
 the said Susanna Daily the then wife of the said Samuel Workman  
 by their Indentures of Lease and Release bearing date the ninth  
 and twentieth days of May Anno Domini 1686 for the Consideration  
 therein mentioned did Grant and Convey all their said five hundred



acres of Land unto the said Daniell Smith his Heirs and assigns for  
 ever as by the said last recited Indentures Relation being therunto  
 had appear and likewise the said Henry Barnard by his Indentures  
 of Lease and Release bearing date the twenty eighth and twenty ninth  
 days of March anno Domini 1630 for the Consideration therein mentioned  
 did grant bargain sell and convey all the said five hundred acres of  
 Land unto the aforesaid Daniell Smith his Heirs and assigns for  
 ever as by the said last mentioned Indentures may more fully appeare  
 and likewise the said Thomas Watt by his Indentures of Lease  
 and Release bearing date the sixteenth and seventeenth days of  
 April in the said Year 1630 for the Consideration therein mentioned  
 did grant and convey all the said five hundred acres of Land unto  
 the said Daniell Smith his Heirs and assigns for ever as by the said  
 last recited Indentures Relation being therunto had at large  
 appear and likewise the said Daniell Smith by his Indenture of  
 Mortgage bearing date the twenty ninth day of September anno Domini  
 1637 for the securing of the payment of fifty pounds with the Interest  
 thereof did grant and convey unto Barbara Blagdon of the City of  
 Bristol Widow all the said two thousand acres of Land in the said  
 four recited Indentures of Release mentioned (except one hundred  
 acres which the said Daniell Smith had sold to George Chandler &  
 his Heirs) to hold to her the said Barbara Blagdon her Heirs and  
 assigns for ever Deforible Nevertheless on payment of the said fifty  
 pounds with the Interest thereof at certain Days in the said recited  
 Indenture of Mortgage mentioned as by the same Indenture may  
 more fully appeare and likewise the said Barbara Blagdon  
 having recovered the said fifty pounds and the Interest thereof or  
 some part of the same by her Indenture dated the eighteenth day  
 of February anno Domini 1694 did grant Release and convey unto the  
 said Daniell Smith all the said one thousand nine hundred acres of Land  
 with the Appurtenances to hold to him the said Daniell Smith his  
 Heirs and assigns for ever as by the said last mentioned Indenture  
 may more fully appeare by vertue of which said last mentioned  
 Indenture or by force and vertue of some other good Covenances or  
 assurances in Law duly had and executed to the said Daniell Smith  
 in his lifetime became lawfully seized in his Demergas as of fee  
 of and in the said lands and did seize thereof in his Estate  
 aforesaid after whose Decease the said Nineteen hundred acres  
 of Land with the Appurtenances descended and came to Daniell  
 Smith late of Marlborough aforesaid whose Factor he and only  
 Heir of him the said Daniell Smith and likewise the Proprietors  
 late Commissioners at the Request of Randal Skelton an Agent  
 on the Estate of the first mentioned Daniell Smith by two several  
 Warrants under their hands and the Seal of the said Province  
 both bearing date the sixth day of April 1702 and directed to Hugh  
 Taylor Surveyor of the County of Chester in the said Province did  
 authorize and require him forthwith to survey and lay out to the  
 said Randal for the use of the last mentioned Daniell Smith the  
 quantity of one thousand acres of Land in the said County of Chester  
 in part of the said Statute purchase made as aforesaid by vertue of  
 which said Warrants the said Daniell Smith



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last Decided Indentures Relation being thereunto had at Large  
appear and whereas the said Daniel Smith by his Indenture of  
Mortgage bearing Date the Twentieth day of September anno Domini  
1687 for the securing of the Payment of fifty pounds with the Interest  
thereof Did Grant and Convey unto Barbara Blagdon of the City of  
Aristell Widow all the said two thousand acres of Land in the said  
four Decided Indentures of Release mentioned (Except one hundred  
acres which the said Daniel Smith had sold to George Chandler &  
his heirs) to hold to her the said Barbara Blagdon her heirs and  
assigns for ever Deforible & without loss on Payment of the said fifty  
pounds with the Interest thereof at certain Days in the said Decided  
Indenture of Mortgage mentioned as by the same Indenture may  
more fully appear and whereas the said Barbara Blagdon  
having recovered the said fifty pounds and the Interest thereof or  
some part of the same by her Indenture Dated the eighteenth day  
of February anno Domini 1694 Did Grant Release and Convey unto the  
said Daniel Smith all the said one thousand nine hundred acres of Land  
with the Appurtenances to hold to him the said Daniel Smith his  
heirs and assigns for ever as by the said last mentioned Indenture  
may more fully appear by virtue of which said last mentioned  
Indenture or by force and virtue of some other good Covenants or  
Assurances in Law duly made and executed to the said Daniel Smith  
in his lifetime became lawfully seized in his Demesne as of fee  
of and in the said lands and Dids seized thereof in his Estate  
aforesaid after whose Decease the said Nineteen hundred acres  
of Land with the Appurtenances descended and came to Daniel  
Smith late of Marlborough aforesaid Choise factor Son and only  
heir of him the said Daniel Smith and whereas the said Proprietor  
late Commissioners at the Request of Randal Stakeman Adm<sup>r</sup>  
of the Estate of the first mentioned Daniel Smith by two several  
warrants under their hands and the Seal of the said Province  
both bearing Date the sixth day of April 1702 and Directed to Isaac  
Taylor Surveyor of the County of Chester in the said Province Did  
authorize and Require him forthwith to Survey and lay out to the  
said Randal for the use of the last mentioned Daniel Smith the  
Quantity of one thousand acres of Land in the said County of Chester  
in part of the said Stakemans purchase made as aforesaid by virtue of  
which said warrants the said Isaac Taylor on the fourth day  
of December anno Domini 1702 Surveyed and laid out to the said Randal  
Stakeman for the use aforesaid the said Quantity of one thousand  
acres of Land in two Tracts joining together situate and lying in  
the Township of Cain in the said County of Chester as by the returns  
of the said warrants may more fully appear and whereas the  
last mentioned Daniel Smith is also Deceased whose Estate  
of Inheritance of and in the said one thousand acres of Land is  
vested in John Smith party to those presents being the eldest Son  
heir Apparent of the said Daniel Smith and whereas the said  
John Smith by his Letter of Attorney Under the Great Seal duly  
Executed bearing Date the fifth day of January anno Domini 1702  
Constituted and appointed Thomas Chalke of the City of



Philadelphia in the Province of Pennsylvania Merchant his true and  
lawfull attorney for him and in his Name to Bargain sell and Convey all  
and every the pieces or parcels of said plantations and improvements  
in the said letter of attorney mentioned to be granted and conveyed  
by sundry purchasers to the first mentioned Daniel Smith his heirs  
and assigns I the above mentioned one thousand acres of land laid  
out by the said Isaac Taylor as aforesaid thereby including to any  
person or persons whatsoever for such sum or sums of money as the  
attorney shall judge proper and in the Name of him the said Daniel  
Smith as his Act and Deed or in his own Name as attorney for the said  
John Smith to sign seal and execute unto or to the use of any purchaser  
or purchasers of the said lands or any part thereof all such  
Deeds Conveyances and assurances in Lawes fit and thought requisite  
and necessary by the Council or Agents of any purchaser or pur-  
chases for the Conveying and assuring the said promises or any part  
thereof to him or to them so purchasing as in and by the said  
letter of attorney recorded in the office for recording of Deeds for  
the City and County of Philadelphia in a book Ds bod 5 page 215 & the  
seventeenth day of August anno Dom 1721 may more fully appear and  
whereas the said Thomas Tinkley pursuant to the above recited  
powers by his indentures of lease and release bearing date the ninth  
and tenth days of September anno Dom 1723 for the consideration  
therein mentioned did grant and confirm unto the said Thomas Lindly  
a certain tract or parcel of land situate lying and being in a township  
of Calm in the said County of Chester containing five hundred acres  
bounded as is therein and hereafter mentioned being part of y<sup>e</sup> above  
recited one thousand acres of land surveyed and laid out to the said  
John Smith as aforesaid to hold to him the said Thomas Lindly his  
heirs heirs and assigns for ever as by the said indentures may more  
fully appear Now this Daniel Smith & Willms & Willms & Willms that the said  
Thomas Lindly and Daniel Smiths wife for and in consideration of  
the sum of two hundred and fifty pounds Lawfull money of Ame-  
rica to them in hand paid by the said Thomas Parks the receipt  
whereof they do hereby acknowledge and thereof do acquit &  
for ever discharge the said Thomas Parks his heirs Executors and  
assigns by these presents have granted bargained sold aliened  
inveoffed released and confirmed and by these presents do grant  
bargain sell alien inveoff release & confirm unto the said Thomas  
Parks his heirs and assigns all that tract or parcel of land  
situate lying and being in the Township of Calm and County of  
Chester aforesaid beginning at a black Oak at a Corner of Lewis  
Lewis's Land thence East by North by vacant Land one hundred  
and seventy perches to a thence North by the Land of  
George Aston four hundred and eighty perches to another post  
thence west by South by vacant Land one hundred and seventy  
perches to a Chestnut Oak thence South by the Land of Aaron  
Mendonhall & the Land of the said Lewis Lewis four hundred  
and eighty perches to the place of beginning containing five  
hundred acres part of the said one thousand acres of Land  
together with all the Mines Minerals Quarries Woods Meadows

A ... Drawings ...



and necessary by the Councillor or agents of any purchaser or purchasers for the conveying and assuring the said premises or any part thereof to him or them so purchasing as in and by the said letter of attorney recorded in the office for recording of Deeds for the City and County of Philadelphia in Book Ds vol 5 page 215 & the seventeenth day of August anno Dom 1721 may more fully appear and who as the said Thomas Parkin pursuant to the above recited powers by his indentures of lease and release bearing date the ninth and tenth days of September anno Dom 1723 for the consideration therein mentioned did grant and confirm unto the said Thomas Lindly a certain tract or parcel of land situate lying and being in the Township of Chin in the said County of Chester containing five hundred acres bounded as is therein and hereafter mentioned being part of & above recited one thousand acres of land surveyed and laid out to the said Lindly with as aforesaid to hold to him the said Thomas Lindly his heirs heirs and assigns forever as by the said indentures may more fully appear Hold Alls Indentures & wills so that the said Thomas Lindly and Samuel his wife for and in consideration of the sum of three hundred and fifty pounds lawful money of America to them in hand paid by the said Thomas Parks the receipt whereof they do hereby acknowledge and thereof do acquit & for ever discharge the said Thomas Parks his heirs Executors and assigns by these presents have granted bargained sold aliened conveyed released and confirmed and by these presents do grant bargain sell alien convey release and confirm unto the said Thomas Parks his heirs and assigns all that tract or parcel of land situate lying and being in the Township of Chin and County of Chester aforesaid beginning at a black Oak a corner of Lewis & Lewis's land thence East by North by vacant land one hundred and seventy perches to a ... thence North by the land of George Aston four hundred and eighty perches to another post thence west by South by vacant land one hundred and seventy perches to a Prospect Oak thence South by the land of Aaron Mendenhall & the land of the said Lewis Lewis four hundred and eighty perches to the place of beginning containing five hundred acres part of the said one thousand acres of land together with all the Mines Minerals Quarries Woods Meadows ways waters water courses fishings flowings Sawings timber rights liberties Priviledges Hereditaments & appurtenances whatsoever to the said five hundred acres of land hereby granted belonging or in anywise appertaining of all which said premises hereby granted the said Thomas Parks is now in actual possession by virtue of a bargain and sale unto him thereof made by the said Thomas Lindly and Samuel his wife for the term of one year from the day next before the Date of these presents as by an indenture in that behalf made Dated the Day next before the Date hereof may appear and the Provisions & Remainders & Reversions & profits thereof and all the Estate right Title



and Interest whatsoever of the said Thomas Lindly and  
 Annah his wife of in and to the said granted promises and  
 covenants conditions and bindings Concerning the same to have  
 and to hold the said five hundred acres of Land hereditably  
 and promises hereby granted or mentioned to be granted and  
 every part thereof with the appurtenances unto the said Thomas  
 Parks and his heirs to the use of him the said Thomas Parks his  
 heirs and assigns for ever under the Litterent aforesaid And  
 the said Thomas Lindly for himself his heirs Executors & admors  
 doth Covenant promise and grant to and with the said Thomas Parks  
 his heirs and assigns by these presents that he the said Thomas Lindly  
 hath not done or willingly or unwittingly suffered to be done any act or  
 thing whereby the said parcel of Land and promises hereby granted  
 or mentioned to be granted are or may be impeached charged or  
 diminished in title Charge Estate or otherwise and the said Thomas  
 Lindly for himself his heirs Executors and Administrators and for the  
 said Annah his wife doth Covenant promise and grant to with  
 the said Thomas Parks his heirs and assigns by these presents  
 that he the said Thomas Lindly and his heirs the said tract or par-  
 cell of Land and promises hereby granted and every part thereof  
 with the appurtenances unto the said Thomas Parks his heirs and  
 assigns against them the said Thomas Lindly and Annah his wife  
 their or either of their heirs or assigns and against all other persons  
 whatsoever lawfully claiming or to claim by from or under them  
 or either or any of them their heirs or assigns shall and will warrant  
 and for ever defend by these presents and also that he the said Thomas  
 Lindly & his heirs and all other persons whomsoever having or law-  
 fully claiming any Estate Right Title or Interest of in or to the said  
 granted promises or any part thereof shall and will at any time  
 or times hereafter upon the Request Tests and Charges in Law of  
 of the said Thomas Parks his heirs or assigns Make do execute  
 acknowledge and suffer all and every such further and other rea-  
 sonable act and acts Dood and Doods Covenances & Assurances  
 in Law whatsoever for the further and better assuring and Con-  
 firming of the said parcel of Land and promises hereby granted  
 and every part thereof with the appurtenances unto the said  
 Thomas Parks his heirs and assigns as by him or them or by his or  
 their Council learned in the Law shall be reasonably devised de-  
 vised or required in witness whereof the said parties to these  
 presents have interchangeably set their hands and seals here-  
 unto Dated the Day and Year first above written

Sealed and Delivered in the presence of  
 The said Annah Lindly  
 Thomas Lindly  
 Annah Lindly

Thomas Lindly  
 Annah Lindly

Witness  
 In presence of  
 We it Remembred that the fourth day of  
 January one thousand seven hundred and thirty four



them or any of them shall and will warrant and for ever defend  
 by these presents and the said Thomas Parke for himself his heirs  
 Executors and Administrators and for the said Rebecca his wife  
 both by right promise and Grant to and with the said Abel Parke his  
 heirs and assigns by these presents that to the said Thomas Parke and  
 Rebecca his wife and their heirs and all and every other persons persons  
 whatsoever having ~~the~~ Lawfully Claiming any Estate Right Title or  
 Interest of in or to the said Mesuago plantation and Tract of Land and  
 promises hereby granted or any part thereof shall and will at any  
 time or Times hereafter upon the Request Costs and Charges in Law of  
 the said Abel Parke his heirs or assigns made do execute acknowledge  
 and suffer all and every such further and other reasonable act  
 and acts Deeds and Deeds Conveyances and Assurances in Law  
 whatsoever for the further and better Assuring and Confirming of the  
 said Mesuago plantation and Tract of Land and promises hereby  
 granted and every or any part thereof with the appurtenances unto  
 the said Abel Parke his heirs and assigns as by him or them or by his  
 or their Council learned in the Law shall be reasonably Desired  
 advised or Required in Writings to none of the said parties to these  
 presents have interchanged by set their hands and seals hereunto  
 Done the Day and Year first above written  
 Thomas Parke  
 Rebecca Parke  
 The Parke Junr John Jackson

deafe  
 The Parke Junr  
 The Parke Junr

**Be it Remembred** that on the twenty first Day of  
 August in the year of our Lord one Thousand seven hundred  
 and thirty five the Deeds hereafter mentioned was produced  
 before Caleb Cowland Chif Burgess of the Burrough of Chester  
 and one of the Justices of the Peace for the said County of Chester and  
 the surnames Abel Parke and Robert Parke the witnesses therein  
 named who on their Solemn Affirmations did Declare and say they were  
 present and saw Thomas Parke and Rebecca his wife the Grantors  
 therein named sign seal and as their act and Deeds Deliver the said  
 Writing to the use therein mentioned and that they the said Affirmants  
 subscribed their names as witnesses thereunto which said Writing is  
 recorded in the Office for recording of Deeds in the County of Chester  
 the twenty first day of August in the said year of our Lord one Thousand  
 seven hundred and thirty five in these words To wit **THIS**

**Indenture** made the third day of December in the eighth year  
 of the Reign of our Sovereign Lord George the second King over  
 Great Britain c Annoq Dom 1734 Between Thomas Parke the  
 Elder of the Township of East Caine in the County of Chester & Province  
 of Pennsylvania Yeoman and Rebecca his wife of the one part & Thomas  
 Parke the Younger of East Caine aforesaid in the County and Province  
 aforesaid Yeoman one of the Sons of the said Thomas and Rebecca of  
 the other part Witnesses that the said Thomas Parke the Elder &  
 Rebecca his wife for and in Consideration of five shillings to them  
 paid by the said Thomas Parke the Younger their receipt whereof they do  
 hereby acknowledge have bargained and sold and by these presents



To Bargain and Sell unto the said Thomas Parke the Younger all that messuages plantation and tract of land situate lying and being in the said Township of Calne in the said County of Wilts beginning at a Corner post in the line betwixt on the said Thomas Parke and Robert Parke thence North by the Land of the said Philip Lewis Esq. and Mendenhall two hundred forty eight perches to a Chestnut Oak thence East by North to vacant Land one hundred and seventy perches to a post thence South in the Land of George Aston two hundred and thirty perches to a white Oak thence West fifty two perches to a post thence North eighteen perches to a white Walnut tree standing by Bevar run thence South eighty one Degree West thirty two perches unto the said unto a post thence by the Land of Robert Parke West one Degree South thirty perches to the place of beginning containing two hundred seventy six acres being part of a larger tract of five hundred acres Together with all the houses buildings Gardens Orchards Mines Minerals Quarries Woods Meadows Marshes Swamps ways waters water Courses fishings fowlings Drawings and duntings Rights Liberties Priviledges Liberties and appurtenances whatsoever to the hereby bargained premises belonging or in any wise appertaining and the Reveries and Remainders rents Issues and profits thereof To have and To hold the said bargained premises with their appurtenances unto the said Thomas Parke the Younger his Executors Adors and assigns from the day of the Date hereof for and During the Term of one year from thence Next ensuing and fully to be Complat and ended to the intent that by virtue of these presents and of the statute for Transferring of into possession the said Thomas Parke the Younger may go in the actual possession of the said bargained premises with the appurtenances and be enabled to accept of a Grant Release Confirmation thereof to him his heirs and assigns in witness whereof the said Parties to these presents have Interchangeably set their hands and seals hereunto Dated the day and year first above written

Abol Parke Robert Parke - - - J Thomas Parke - - - Seal  
 Robocat Parke - - - Seal

Be it Remembre that on the twenty first day of August in the year of our Lord one Thousand six hundred and thirty five the Release hereafter mentioned was produced before Clob Cowland Chief Justice of the Burrough of Chester and one of the Justices of the peace of the said County of Chester and thereupon Samuel Parke and Robert Parke the witnesses therein named who on their solemn affirmations did Declare and say they were present and saw Thomas Parke and Robocat his wife the Grantors therein named sign seal and as their act and Deed Deliver the said writing to the ye therein mentioned and that they the said affirmants subscribed their names as witnesses thereunto which said writing is recorded in the Office for recording of Deeds in the County of Chester the fourth day of August in the said year of our Lord one Thousand six hundred and thirty five in the words to wit This Release was made the fourth day of December in the eighth year of the Reign of our



once by me... to the place of beginning containing two hundred twenty six acres being part of a larger tract of five hundred acres together with all the houses buildings gardens orchards mines Minerals Quarries woods meadows marshes swamps ways waters water courses fishings fowlings Sawings Aduntings Rights Liberties Priviledges and appurtenances and appurtenances whatsoever to the hereby bargained premises and belonging or in anywise appertaining and the reversions and Remainders rents Issues and profits thereof to have and to hold the said bargained premises with their appurtenances unto the said Thomas Parke the younger his Executors Adors and assigns from the day of the Date hereof for and during the term of one year from thence next ensuing and fully to be completed and ended to the intent that by virtue of these presents and of the statute for transferring use into possession the said Thomas Parke the younger may be in the actual possession of the said bargained premises with the appurtenances and be enabled to accept of a Grant Release Confirmation thereof to him his heirs and assigns in witness whereof the said parties to these presents have interchangeably set their hands and seals hereunto Dated the day and year first above written

Sealed and Delivered in the presence of  
 Wol Parke Robert Parke - - - Thomas Parke - - Seal  
 Robocat Parke - - - Seal  
 Mack

**Be it Remembre** that on the twenty first day of August in the year of our Lord one thousand seven hundred and thirty five the release hereafter mentioned was produced before John Cowland Chief Burges of the Burrough of Chester and one of the Justices of the peace of the said County of Chester and thereupon Samuel Wol Parke and Robert Parke the witnesses therein named who on their solemn affirmations did declare and say they were present and saw Thomas Parke and Rebecca his wife the Grantors therein named sign seal and at their act and Deed Deliver the said writing to theys therein mentioned and that they the said affirmants subscribed their names as witnesses thereunto which said writing is recorded in the Office for recording of Deeds in the County of Chester the fourth day of August in the said year of our Lord one thousand seven hundred and thirty five in the words to wit This Release was made the fourth day of December in the eighth year of the Reign of our Lord King George the second King over Great Britain and Dominions 1734 Between Thomas Parke the Elder of the County of East Aino in the County of Chester and Province of Pennsylvania Yeoman and Rebecca his wife of the one part and Thomas Parke the younger of East Aino aforesaid in the County and Province aforesaid Yeoman one of the sons of the said Thomas and Rebecca of the other part Witnesses Thomas Gindly of the City of Philadelphia Blacksmith and Hannah his wife by their Signatures of Seal and Release bearing date the twenty ninth and thirtieth days of December Anno Dom 1725 Reciting as therein is recited for the consideration therein mentioned did Grant Release Confirmation unto the said Thomas Parke the Elder a certain tract and



parcel of Land Situate in the said County of Cambridge in the said  
County Containing five hundred acres being part of the same therein  
mentioned to hold to him the said Thomas Parke the Elder & assigns  
for ever as by the said Indentures of lease and release in law  
being thereunto had may more fully and at large appear the said  
Indenture & the both that the said Thomas Parke the Elder &  
Rebecca his wife as well for the natural love and affection which  
which they have and do bear to their said son Thomas Parke the  
younger as for and in consideration of the sum of five hundred  
pounds lawfull Money of America to them in hand paid by the said  
Thomas Parke the younger the receipt whereof they do hereby  
acknowledge and thereof do acquit and discharge the said  
Thomas Parke the younger his heirs and assigns by these presents  
have granted bargained sold aliened inposed released and confirmed  
and by these presents do grant bargain sell alien enjoy release and  
confirm unto the said Thomas Parke the younger his heirs and assigns  
all that Mofuago plantation and tract of Land situate lying & being  
in the said Township of East Cambridge in the said County of Cambridge at a Corner  
post in the line betwixt the said Thomas Parke and Paimonah Lewis  
thence North by the end of the said Paimonah Lewis & Caron Mendenhall  
two hundred and forty eight perches to a Chestnut tree thence East to  
North by vacant land one hundred and twenty perches to a post thence  
south by the land of George Astor two hundred and thirty perches to  
a white Oak thence west fifty two perches to a post thence North  
eighteen perches to a white Walnut tree standing by a bar run thence  
south eighty one Degrees west thirty two perches up the said run to a  
post thence by the land of Robert Parke west one Degree south thirty  
perches to the place of Beginning Containing two hundred and seventy  
six acres being part of the above mentioned five hundred acres  
of Land granted as above together with all the Houses Buildings  
Gardens Orchards Mines Minerals Quarries woods Meadows  
~~Woods~~ ~~ways~~ waters water Courses Ceeses fishings flowings  
& workings Countings rights Liberties Priviledges Hereditaments  
and appurtenances whatsoever to the said Land and premises  
heroby granted belonging or in any wise appertaining of all  
which said premises heroby granted the said Thomas Parke the  
younger is now in actual possession by virtue of a Bargain & Sale  
to him thereof made by the said Thomas Parke the Elder & Rebecca  
his wife for the term of one year from the day next before the date hereof  
as by an Indenture in that behalf made dated the day next before the  
date of these presents may appear and the Divisions & Remainders  
Rents Issues and profits thereof and all the Estate right Title and  
Interest of the said Thomas Parke the Elder and Rebecca his wife  
of in and to the same and true Copies of all Deeds Writings & writings  
concerning the same to be made at the Charge of the said Thomas  
Parke the younger his heirs or assigns with us and to hold the said  
Mofuago plantation and tract of Land hereditaments & premises  
heroby granted or mentioned to be granted and every part thereof  
with the appurtenances unto the said Thomas Parke the younger  
and his heirs to the use of him the said said Thomas the younger  
and his heirs to the use of him the said said Thomas the younger



11/28/1752

Thomas Parke of East Caln in the County of Chester and Province of Pennsylvania being Judged of Body but of Sound Memory (Thanks be to God therefore) and Calling to Mind the Uncertainty of this Life, and for the Settling my outward Affairs, Do therefore make this Present Writing my last Will and Testament. Hereby Annuling Revoking and Making Void all Other Wills and Testaments by me heretofore Made either by Word or Writing, First my Will is That all my just Debts and Funeral Expences be Duly Paid by my Executors out of my Personal Estate as soon as Conveniently they can. Secondly I Give and Bequeath unto my Dear Wife Jane Parke Two Rooms in my Dwelling House or in My tother house on the Place that I shall hereafter leave to my son Robert together with liberty of the Kitchen and Firewood and the Keeping of a Horse and Cow on the Premises. She shall hereafter Chuse to Dwell in with a Convenient Garden and liberty to Pass and Repass without Molestation or Interruption During her Widowhood and No longer.

Thirdly I Give and Devise to my Son Robert Parke and to his Heirs and Assigns for Ever All that Tract and Parcel of land which I have that lyeth North of this ~~and~~ ~~is~~ ~~in~~ ~~the~~ ~~field~~ ~~formerly~~ ~~the~~ Roger Hunt at the Bottom of the field ~~between~~ ~~the~~ ~~road~~ ~~formerly~~ ~~the~~ Corner of Abel Parke's land and then on a Due West Course a Cross the Meadow to the line formerly Robert Parke's Deceased thence North along the line of the Creek Called Beaver Creek and thence West to the land of Shincas Lewis. Provided that he shall Pay unto my Son Jacob Parke when he Arrives to the Age of Twenty One Years, the sum of Two Hundred Pounds Lawfull Money of this Province, Provide the said Jacob shall live to that Age but Not to be Paid to any Person if he Dye sooner.

Fourthly I Give and Bequeath to my three Daughters (viz) Sarah Parke Rebecca Parke and Hannah Parke Two Hundred Pounds to Each of them, to be Paid by my Executors out of Personal Estate when they Arrive at the Age of Eighteen Years, and in Case that any of the Daughters should Dye before they Arrive at Eighteen Years of Age then my Will is that the Survivors of the Daughters should Inherit the Legacies of the Deceased.

Fifthly I Give and Devise unto My Son Thomas Parke and to his Heirs and Assigns for Ever all the Remainder of My Real Estate (viz) the Plantation that now lies on with all the Buildings and Appurtenances thereunto belonging he Yielding and Paying to my son Jacob Parke the sum of Two Hundred Pounds, Provide Jacob should live to Twenty one Years of Age, at two Equal Payments the first when Jacob Arrives at twenty one Years of Age, and the second in One Year after.



And further My Will is That in Case my son Thomas Parke should at any time Dye without Issue then My Son Jacob shall inherit this Place. Now live on, as fully as Thomas could do Provided he lived — And in Case Thomas should dye as aforesaid then My Will is that my Son, Robert shall Not say any thing to Jacob, but Not Otherwise


Sixthly I Give and bequeath to my Son Jacob Parke One Hundred Pound Out of My Personal Estate to be Paid to him when he Arrives at the Age of Twenty one Years, And in Case Jacob should Not arrive at the age of Twenty One Years then My Will is that this legacy shall be Devided Equally amongst the Surviving Children,

Seventhly I Give and bequeath to My Son Robert my Newest Best, and My Oldest to my son Thomas, and I likewise Give My Watch to my son Thomas Provided he live to the Age of Twenty one Years and if Otherwise to my son Jacob, Parke,

Lastly I Give and bequeath to my Dear Wife Jane Parke all the Residue and Remainder of My Personal Estate to Enable her to bring up my Children, and Give them Necessary Schorling as she shall think fit ~~And I do likewise Nominate and Appoint my Dear Wife~~

~~Parke and my Loving Friend Robert Valentine and my Loving Son Robert Parke to be My Executors of this my Will, to see it Duly and truly Performed,~~

In Witnes whereof I have hereunto set my hand, Seal this Fifteenth Day of the Tenth Month of the Year of Our Lord one Thousand Seven Hundred and Fifty Eight 1758

Signed, Sealed and Published by the Testator as his last Will and Testament  
In the Presence of  Thomas Parke

Phineas Lewis  
Thos. Pim  
Richard Pim

Ass<sup>d</sup> 28<sup>th</sup> Nov: 1758  
Ass<sup>d</sup> 28<sup>th</sup> Jan: 1759  
Widow Valentine ass<sup>d</sup>



# WITNESSE

James Monro  
William D McArthur

the day of the week with year of our Lord one thousand  
Eight hundred and fifty four Between James Monro  
of the township of East Calhoun in the County of Wilkes  
and State of Pennsylvania and Susan his wife  
of the one part and William D McArthur of the  
other part

Witnesseth that the said James Monro and Susan his  
wife for and in consideration of the sum of three thousand nine hundred and eighty  
one Dollars and fifty cents in hand paid by the said William D McArthur at  
and before the undersigned and Delinquent being the receipt whereof they do hereby  
acknowledge and thereto acquit and please discharge the said William D McArthur  
his heirs Executors and administrators by these presents have granted bargain  
sold aliened conveyed released and confirmed and by these presents do grant  
bargain sold aliened convey release and confirm unto the said William D McArthur  
and to his heirs and assigns all that certain Messuages and Tract of Land situate  
in the said township of East Calhoun bounded and described as follows to wit  
Beginning at a stone formerly a Spanish Oak in a line of Joseph Hooper and  
thence by the same North North West forty six degrees and half East forty  
seven perches and six tenths to a stone thence by Land of William D McArthur  
two degrees and a half East one hundred and thirty five perches to a stone  
in a line of Robert Parker Land thence South Eighty six degrees East forty  
six perches to a stone thence by Land of Joseph Hooper East North West  
and a quarter West one hundred and twenty seven perches and two tenths to  
the Place of Beginning of William D McArthur's second acre and one hundred  
and forty seven perches to the same corner of said Susan his wife by Indenture  
and Deed of Land where William D McArthur and Susan his wife by Indenture

under their hands and seals bearing date the first day of April 19 1857 did  
grant and convey to the said James Monaghan for subject to the payment of  
the sum of five hundred and fifty six Dollars and fourteen cents to the heirs of Robert Parker  
deceased at and immediately after the decease of Elizabeth Parker widow of Thomas  
Parker do<sup>t</sup> and also to the payment of the interest on said sum annually to the  
said Elizabeth Parker during the term of her natural life and which sum the decedent of the  
said Elizabeth Parker has been fully and perfectly compensated to the said James Monaghan  
by the releases and other acquittances of the said heirs of the said Thomas Parker  
all of which will fully appear by reference to the said indenture on record with  
office for recording Deeds in and for said County in Deed Book 11 Vol 85 page 284  
and to the three annual releases duly executed & recorded in the Land Office in  
them in Miscellaneous Deed Book No 4 page 221 and the other said pages 249 & 25  
respectively in the same Book Together with all and singular other the houses and  
houses buildings barns Stables ways woods water water courses rights liberties franchises  
incorpements and appurtenances whatsoever heretofore belonging to or appurtenant  
appurtenant to the said James Monaghan and remainders lands woods trees profits shares  
rights also all the estate right title interest property claim and demand whatsoever  
of the said James Monaghan and Susan his wife in Law or Equity in the  
said James Monaghan or to or in the same to have and to hold the said Messrs  
in testimony and trust of which seven acres and one hundred and forty seven perches  
of land hereinafter and premises hereby granted & mentioned do intend to be  
be with the said James Monaghan into the said William D. H. Norton & heirs  
and assigns to the only use and behoof of the said William D. H. Norton his  
heirs and assigns. Hence that the said James Monaghan for himself his heirs and  
executors and administrators doth covenant promise grant and agree to and with  
the said William D. H. Norton his heirs and assigns by these presents that he the  
said James Monaghan doth hereby release and discharge all and singular the



scrutinis and administration of the premises, promise grant and agree to and with  
 the said William Dill Sartan his heirs and assigns by these presents that he the  
 said James Morrow and his heirs the said above mentioned and described misdeeds  
 or tenements and tract of Land hereditaments and premises hereby granted or mentioned  
 or intended to be done with the acquiescences unto the said William Dill Sartan  
 his heirs and assigns against him the said James Morrow and his heirs and assigns  
 against him the said James Morrow and his heirs and against all and  
 every other person and persons lawfully claiming or to claim by him or  
 under him whom or any of them shall and will warrant and proceed  
 by these presents 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

James Morrow Susan K Morrow  
 Witness my hand in the presence of us <sup>the</sup> the name "Thomas Parke" written  
 upon a piece of the thirteenth line from the top before the Execution and delivery hereof  
 W<sup>m</sup> B. Hunt Joseph B. Hunt

Whose County It Be it known that on the twenty sixth day of the month  
 of June 1844 before the subscribers of the Justices of the Peace in and for said  
 County came the above named James Morrow and Susan his wife and  
 acknowledged the above written Instrument to be their act and deed and were  
 that the same might be recorded as such according to Law The said Susan being  
 full age and by me readly examined separately and apart from her said husband  
 and the content thereof being first made known to her declared that she did voluntarily  
 and of her own free will and accord seal and as her act and deed deliver the  
 Instrument without any coercion or compulsion of her said husband the Justices  
 whereof I have hereunto set my hand and seal the day and year above written

Recorded March 29<sup>th</sup> 1844  
 W<sup>m</sup> B. Hunt





under the seal of the Court, it is to be read and signed against him and his heirs and assigns against all and every other person or persons who shall lawfully claim or claim by him or under him or them or any of them, both and well toward and defend by these presents. In witness whereof the said parties in their presence hereunto interchangedly set their hands and seals, the day and year first above written.

Witness my hand and seal, the day and year first above written.

Accorded October 15 1837

William J. Evans, Sheriff of the County of Chester, State of Pennsylvania, do hereby certify that the within and foregoing Indenture between James M. Hancock and William J. Evans, Sheriff of the County of Chester, State of Pennsylvania, made the first day of September 1837, is a true and correct copy of the original thereof as the same is on file in my office. In witness whereof I have hereunto set my hand and seal, the day and year first above written.

and Master Samuel Hill, duly constituted Robert J. Parker, Clerk of the Court, to whom he was sworn in the right of the said Sarah James & to receive  
 from her the said premises, to wit: the said Robert J. Parker, Jane Parker & Margaret J. Parker a minor to her  
 interest in the said Mary Anne Elizabeth, Robert J. Parker, Hannah, Sarah  
 & Margaret J. Parker & Margaret J. Parker all being the grand children: heirs at law of  
 the said Thomas Parker deceased, the said Court the said Robert J. Parker did declare  
 that the said Sarah James died seized of the premises aforesaid and leaving a widow since de-  
 ceased and two children to wit James A. Parker, Jane Parker to whom the same by the law  
 of descent devolved, the said Robert J. Parker did declare and come, that the said  
 James A. Parker & Jane Parker to whom the same premises up to about the year one thousand  
 eight hundred and fourteen as tenant in common was held when he died, the said Robert J.  
 Parker did declare and come, that he and the said Thomas Parker & Margaret J. Parker  
 in the year one thousand and one and afterwards the said Jane departed this life  
 intestate without leaving any father, mother, brother, sister, but leaving the issue of the said  
 Thomas A. Parker as her nearest of kin to whom her interest in the same premises did de-  
 scend, and she did leaving the Court to appoint and order James A. Parker, Clerk of the  
 Court, John Baldwin, Richard Pinn, Charles Canning and John  
 S. Shapley as commissioners, chosen on behalf of the said Robert J. Parker to make  
 partition of the premises aforesaid to and among the said widow, her children and representatives  
 and in such manner and in such proportions as by the laws of this Commonwealth is  
 directed of such partition and division of the said premises to and among the said  
 widow and the heirs of the said Thomas A. Parker if such partition could be made with-  
 out prejudice to or spoiling the whole, otherwise to value and appraise the whole, and on  
 the ninth day of October A. D. one thousand eight hundred and thirty five the said  
 James A. Parker, John S. Shapley, William Cook, Esq., John Baldwin, Richard Pinn,  
 Charles Canning and John S. Shapley to the said Court did return that they  
 had divided the said premises in the said order mentioned into four tracts or parcels  
 to wit: tract A. B. C. D. in the division to which tract A. B. C. D. was assigned and that tract A. B. C. D. was





was in such manner and in such proportions as by the said...  
 articles of such partition and division of the said...  
 Indian and chief of the said Thomas R. Smith...  
 not prepared to... the whole... value and appraise the...  
 the ninth day of October... one thousand eight hundred and...  
 James H. Hartman Esq. David Hoopes William...  
 Charles Downing and Joshua S. Samples to the said court...  
 had divided the said premises in the said order...  
 ... in the diagram to their report...  
 containing one hundred and fifty...  
 value and appraise... the sum of ten thousand two hundred...  
 which report was confirmed by the Judges of the said court...  
 December following and... that the...  
 and stable... the same...  
 same sixteenth day of December...  
 rule upon all the heirs and legal representatives of the said...  
 at the Circuit Court to be held on...  
 to take... of the said...  
 of a new cause why the same should not be sold...  
 Court held at West Chester for the said County, the...  
 thousand eight hundred and thirty...  
 rule which was adjudged sufficient the said William...  
 and decided to take...  
 value of one hundred and fifty...  
 to him in right of his...  
 said Charles... and the other...  
 third of the valuation money...  
 of his... and...  
 with the payment of one hundred...



and in such proportions as by the laws of this Commonwealth is  
 directed by such partition and division of the said premises to and among the said  
 John and the heirs of the said Thomas R. Little of such partition could be made with-  
 out prejudice to or spoiling the whole, otherwise to value and appraise the same. And on  
 the sixth day of October A. D. one thousand eight hundred and thirty six the said  
 Joseph A. Little Esq. Daniel Hooper William V. Little Esq. Levi Baldwin Richard P. Kim  
 Charles C. Manning and Joshua A. Sampson to the said Court did return that they  
 had divided the said premises in the said order mentioned into four tracts or parcels  
 of land as follows to-wit: in the diagram to their report annexed and that tract or lot mark-  
 ed containing two hundred and fifty six acres more or less with the appurtenances therein  
 valued and appraised at the sum of ten thousand two hundred and thirty six Dollars  
 which report was confirmed by the Judges of the said Court on the instant day of  
 December following and ordered and adjudged that the same should be and remain  
 them and their heirs and assigns whereas at the same Ephraim Court held at West Chester, the  
 same day of December the petitioner of Robert S. Little the said Court did give  
 a rule upon all the heirs and legal representatives of the said Robert Little to appear  
 at the Ephraim Court to be held on twentieth day of March then next and accept or sign  
 to take tract or lots by lot of the Real Estate of said decedent at the respective valuation there-  
 of as then cause only the same should not be sold according and used whereas at an be-  
 fore Court held at West Chester for the said County the twentieth day of March A. D. one  
 thousand eight hundred and thirty six due process having been made of the seizure of the same  
 premises and a return sufficient the said William F. Adams appeared in open Court  
 and desired to take in part of his wife's share at the valuation thereof the aforesaid tract of land  
 called A. containing one hundred and fifty six acres whereupon the same was adjudged  
 to him in right of his said wife upon his entering into recognizance and bonds to the  
 said Charles C. Manning and the other heirs to secure payment of the same sum of ten  
 thousand two hundred and thirty six Dollars to him the said William F. Adams in right  
 of his said wife and a signet ring subject number 100 and made thereof  
 with the payment of one hundred and thirty six Dollars and one cent being the do-  
 llars the said William F. Adams did so with the said Charles C. Manning and the other

which report was confirmed by the Judges of the said Court on the nineteenth day of  
 December following and thereafter and adjudged that the same should be and remain  
 firm and stable forever which whereas at the same Ophiam Court held at West Chester, the  
 same day of December upon the petition of Robert T. Fiske the said Court did  
 in and upon all the laws and legal representations of the said Robert T. Fiske did to appear  
 at the before said Court to be held on twentieth day of March then next and accepted  
 to take tract or lots to be of the real estate of said deceased at the respective valuation there  
 of at that time the same should not be sold according to and under the same as at in be  
 fore said Court held at West Chester for the said County, the twentieth day of March 1850  
 thousand eight hundred and thirty six due fees having been made of the services of the  
 Court which was adjudged sufficient the said William P. Adams appeared in open Court  
 and did to take in right of his wife Sarah at the valuation thereof the said tract of land  
 called D containing one hundred and fifty six acres whereupon the same was adjudged  
 to him in right of his said wife upon his entering into recognizance and bonds to the  
 said Charles T. Fiske the widow and the other heirs to secure payment of two thousand  
 dollars of the valuation money aforesaid. We held to him the said William P. Adams to take  
 the said tract of land for him and assign since subject himself to be and made same  
 with the payment of one hundred and thirty six dollars and fifty cents being from the date  
 of the said twentieth of March to the said widow during her natural life and with  
 the year term of two thousand and seventy Dollars and thirty cents at his decease the  
 one third of the said Robert T. Fiske the being the one third of two thirds of the valuation  
 money aforesaid as by the records and proceedings of the said Court relation being had  
 may more fully appear. Now this indenture witnesseth that the said William P.  
 Adams and his wife for and in consideration of the sum of three thousand and  
 thirty six dollars and fifty cents lawful money of the United States to them in hand paid  
 by the said Charles T. Fiske the widow and before the sealing and delivery of these presents the receipt  
 of the said money and knowledge and then of receipt and full discharge the said Adams  
 and his wife and administrators by these presents have granted bargained sold  
 conveyed and warranted and administered to the said Charles T. Fiske the widow and her  
 heirs and assigns forever all that certain tract or lots of land and tenements situate  
 in the County of Delaware and State of Delaware



release and confirm unto the said James...  
 part of tract 1st which is bounded and described as follows...  
 a Spanish Oak in a line of...  
 and a half degree East...  
 of William...  
 to a Stone in a line of...  
 to a Stone...  
 does not exceed one hundred and thirty...  
 containing thirty seven acres and one hundred...  
 also together with all and singular other...  
 privileges hereditaments and appurtenances...  
 appurtenances and the services and...  
 all the estate right title interest property...  
 that William P. Evans and Sarah his wife...  
 in and out of the same to have and to hold...  
 the descent hereditaments and premises...  
 to be with the appurtenances unto the said...  
 prejudice and behoof of the said James...  
 hundred to the payment of thirty three Dollars...  
 within of said yearly and every year in the...  
 and to the principal sum of five hundred and...  
 the decrease to the heirs at law of the said...  
 part of the said Widow's share in the whole of the...  
 down being divided and remaining a line on the...  
 in the hands and possession of the said William P. Evans...  
 that Sarah his wife to be paid by them in the...  
 of Evans and Sarah his wife...  
 do warrant promise grant and convey unto and with the said James...  
 the said William P. Evans and Sarah

1840

release and confirm with the said James...  
 part of land...  
 a Spanish oak in a line of...  
 and a half...  
 of William...  
 to a line...  
 to a line...  
 does not...  
 containing thirty seven...  
 also...  
 privileges...  
 appertaining...  
 all the estate...  
 said William...  
 in...  
 the descent...  
 to be with...  
 purpose...  
 money...  
 the said...  
 the said...  
 down...  
 in the hands...  
 Robert...  
 do...  
 that...

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Richard Thomas J. P. [Signature]

Recorded April 15 A.D. 1846

Know all men that  
William D. McFarlan & wife  
do hereby certify  
to  
Joseph Baugh

This Indenture made the twenty sixth  
day of March A.D. one thousand eight hun-  
dred and forty six. Between William D. McFar-  
lan, of the township of East Caln in the County  
of Chester and State of Pennsylvania and Ma-  
tilda his wife of the one part, and Joseph Baugh

of the same township of the other part. Witnesseth that the said William D. McFarlan  
and Matilda his wife, for and in consideration of the sum of four thousand seven  
hundred Dollars lawful money of the United States to them in hand paid by  
Joseph Baugh et al and before the executing and delivery hereof the receipt & payment  
whereof they hereby acknowledge and thereof acquit and forever discharge the said  
Joseph Baugh his heirs, executors and administrators by these presents have granted  
bargained, sold, aliened, conveyed, released and confirmed and by these presents  
do grant, bargain, sell, alien, convey, release and confirm, unto the said Joseph Baugh  
and to his heirs and assigns, all that certain messuage or tenement and tract of land  
situate in the said Township of East Caln bounded and described as follows to wit:

Beginning at a stone formerly a Spanish Oak in a line of Joseph Hoopes land thence  
thence by the same North seventy six degrees and a half East forty seven perches and  
six tenths to a stone, thence by land of William P. Evans South two degrees and a half  
East one hundred and thirty five perches to a stone in a line of Robert J. Parkers  
land, thence South eighty six degrees West forty six perches to a post, thence by land  
of Joseph Hoopes deceased North two degrees and a quarter West one hundred and  
seventy seven perches and two tenths to the place of Beginning containing thirty  
seven Acres and one hundred and forty seven perches more or less (Being the same  
messuage or tenement and tract of land which James Morrow and Susan his



and they hereby acknowledge and thereby acquit and forever discharge the said  
 Joseph Baugh his heirs, executors and administrators by these presents have granted  
 bargained, sold, aliened, conveyed, released and confirmed and by these presents  
 do grant, bargain, sell, alien, convey, release and confirm unto the said Joseph Baugh  
 and to his heirs and assigns, all that certain messuage or tenement and tract of land  
 situate in the said Township of East Caln bounded and described as follows to wit  
 Beginning at a stone formerly a Spanish Oak in a line of Joseph Hoopes's land, thence  
 thence by the same North seventy six degrees and a half East forty seven perches and  
 six tenths a stone, thence by land of William D. Evans South two degrees and a half  
 East one hundred and thirty five perches to a stone in a line of Robert J. Parkes  
 land, thence South eighty six degrees West forty six perches to a post, thence by land  
 of Joseph Hoopes deceased North two degrees and a quarter West one hundred and  
 twenty seven perches and two tenths to the place of Beginning, Containing thirty  
 seven acres and one hundred and forty seven perches more or less (Being the same  
 messuage or tenement and tract of land which James Morrow and Susan his  
 wife by indenture under their hands and seals bearing date the twenty sixth day  
 of March A.D. 1844, granted, and conveyed to the said William D. M. Farlan in fee  
 as by reference to said indenture recorded in the Records Office of said County in Book  
 of Deeds Vol. 96 page 493, more fully will at large appear, Together with all and  
 singular the houses, buildings, ways, woods, waters, water courses, rights, liberties, privi-  
 leges, hereditaments and appurtenances whatsoever thereto belonging or in any way  
 appertaining, and the revenues, remainders, rents, issues and profits thereof.  
 Also all the estate, right, title, interest, claim and demand whatsoever of the said  
 William D. M. Farlan and Matilda, his wife in law or equity or otherwise, however  
 given to or out of the same. To Have and To Hold the said tenement and tract  
 of land above described hereditaments and premises hereby granted or released  
 or mentioned or intended, to be with the appurtenances unto the said Joseph

Baugh and to his heirs and assigns to the only purpose and behoof of the said Joseph Baugh his heirs and assigns forever. And whereas the said William D. McFarlan for himself his heirs executors and administrators doth covenant promise grant and agree to and with the said Joseph Baugh his heirs and assigns by these presents that to the said William D. McFarlan and his heirs the said messuage tenement and tract of land heretofore and premises hereby granted or mentioned or intended to be with the appurtenances unto the said Joseph Baugh his heirs and assigns against him the said William D. McFarlan his heirs and against all and every other person or persons who in soever lawfully claiming or to claim by force or under him there or any of them shall and well warrant and forever defend by these presents. In Witnes whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

William D. McFarlan Seal, Matilda McFarlan Seal  
 And Delivered in the presence of Zebulon Thomas, William McFarlan, Chester County, Esq. Be it remembered that on the twenty sixth day of March in the year of our Lord one thousand eight hundred and forty six before the undersigned one of the justices of the peace for the County aforesaid personally appeared the above named William D. McFarlan and Matilda his wife and acknowledged the foregoing indenture to be their act and deed and deeded the same as such to be recorded according to law. She the said Matilda being of full age and being by me first separately and apart from her said husband examined and the contents of said indenture made known to her declared on such separate examination that she voluntarily and of her own free will and accord did sign and seal and as her act and deed deliver the said indenture without any coercion or compulsion of her said husband. In Witnes My hand and seal the day and year aforesaid.

Zebulon Thomas Seal



to erect any fences along said five feet wide alley they shall be entirely and wholly on the north side of the north line of said alley and built with the plain or board side next the alley. TOGETHER with the right and privilege to build to and against the eastern wall of the adjoining house of the said Samuel Hannum from the grade of the pavement upward and to extend and erect an addition to said wall southwardly to the distance of thirty eight feet from Market Street and to insert timbers into said wall and the extension thereof to the distance of four and a half inches. EXCEPTING and RESERVING to the said Samuel Hannum, his heirs and assigns the use of the alley three feet in width from the back of the building to be erected by the said C. Wesley Talbot along the eastern side of said Hannum's lot to Market Street, said alley to be opened by said Talbot at his cost and expense below the first floor of said building and a proper and convenient way made by means of stone steps to ascend and descend to and from Market Street out of and into the same, the said alley to be opened when the said Samuel Hannum, his heirs or assigns shall require it to be done and to be used in common by the said Samuel Hannum and C. Wesley Talbot, their heirs and assigns at all times hereafter the right of the said Talbot in said alley to extend eastwardly from the southern end thereof three feet in width along the southern wall of his building to the line of his lot in the rear of said building. BEING the same premises which were granted and conveyed to the said C. Wesley Talbot by the three following Deeds; Deed from D. Smith Talbot and Oliver Sidwell dated April 1st, 1873, and entered in the Recorder's Office of Chester County in Deed Book H-8, Vol. 180, Pg. 103; Deed from Samuel Hannum and wife dated April 29, 1873 and entered in the Recorder's Office aforesaid in L-8, Vol. 183, Pg. 108; Deed from Curtis H. Hannum and wife dated December 19, 1881, and entered in the Office aforesaid in Deed Book V-15, Vol. 368, Page 86. TOGETHER with all and singular ways, waters water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of the said Charles Wesley Talbot, at and immediately before the time of his decease or of her the said Mary J. Talbot, in law, equity or otherwise howsoever, of, in, to or out of the same, including the right to connect with and use the sewer laid under and through the aforesaid five feet alley as granted by Arthur P. Reid, et. ux. to C. Wesley Talbot by Deed dated April 25, 1894, and entered in Misc. Deed Book 43, Page 394 TO HAVE AND TO HOLD the said hereditaments and premises hereby granted and released or mentioned and intended so to be, with the appurtenances, unto the said Isabel Darlington, her heirs and assigns, to and for the only proper use and behoof of the said Isabel Darlington, her heirs and assigns forever. SUBJECT, however to the reservations and restrictions, heretofore mentioned. And the said Mary J. Talbot, Executrix as aforesaid, for herself, her heirs, executors, administrators, does hereby covenant, promise and agree to and with the said Isabel Darlington, her heirs and assigns, that she the said Mary J. Talbot, Executrix as aforesaid, has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted or any part thereof is, are, shall or may be impeached, charged or incumbered, in title charge, estate or otherwise howsoever. IN WITNESS WHEREOF, the said Mary J. Talbot, Executrix as aforesaid, has hereunto set her hand and seal the day and year first above written.

Sealed and delivered in the presence of us: \$4.50 :  
 Mary H. Davis. : I. R. : Mary J. Talbot. (SEAL).  
 Thomas W. Baldwin. : STAMP : Executrix of Charles Wesley Talbot  
 Dec'd.

Received, the day of the date of the above Indenture of the above named Isabel Darlington the consideration money within named.  
 Mary J. Talbot.

State of Pennsylvania, County of Chester, SS:-  
 On the Fourth day of March Anno Domini 1921, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared the above named Mary J. Talbot, Executrix of Charles Wesley Talbot, deceased, and in due form of law acknowledged the above Indenture to be her act and deed and desired the same might be recorded as such. WITNESS my hand and Notarial seal the day and year aforesaid. NOTARIAL :  
 Mary H. Davis, Notary Public. : SEAL :  
 Commission expires Jan. 7, 1923. : .....

DEED. : THIS INDENTURE, Made this Eighteenth day of February A. D. one thousand  
 CHESTER COUNTY TRUST CO. : nine hundred twenty one. BETWEEN the Chester County Trust Company, Guardian of  
 GUARDIAN. : the Estate of S. Ida Baugh, party of the first part; AND Abner R. Williams,  
 TC. : and Anna Bruner Williams, his wife, of the Borough of Downingtown, in the County  
 ABNER R. WILLIAMS & WIFE. : of Chester and State of Pennsylvania, party of the second part; WHEREAS, The  
 : said Chester County Trust Company, Guardian aforesaid, on January 3d, 1921, pre-  
 : sented to the Court of Common Pleas of the County of Chester its petition, sett-  
 ing forth among other things, that said Court, on May 10th, 1920, appointed the petitioner Guardian of the  
 estate of the said S. Ida Baugh, a mentally defective person; that the said S. Ida Baugh was seized in fee of  
 one undivided half part or interest in the messuage and tract of land hereinafter described, CONTAINING one  
 hundred seventy acres of land, more or less; that for repairs and renewals a very material part of the rents of  
 said lands will be required; that it is necessary for the support and maintenance of the said S. Ida Baugh and  
 for her interest and advantage the said Real Estate should be sold; that Abner R. Williams and Anna Bruner  
 Williams, his wife, has entered into an agreement to buy at private sale the said part or interest in said  
 lands for \$6000, provided a sale thereof would be approved by the said Court; that said price was a better one  
 than could be obtained at a public sale; that coincident with the filing of said petition an application would  
 be made for an order to sell at private sale the undivided one half interest in said lands of Joseph H. Baugh  
 deceased; and said petition having been considered, said Court, on January 24th, 1921, being of opinion that  
 the price offered was a better one than could be obtained at a public sale, and that it would for the interest  
 and advantage of the said S. Ida Baugh that said lands should be sold authorized the Chester County Trust Com-

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pany, Guardian aforesaid, to sell at private sale, and to convey the one undivided half part or interest of the said S. Ida Baugh in said message and tract of land, to the said Abner R. Williams and Anna Bruner Williams, his wife, in fee simple, on receipt of the price offered; such sale and conveyance to be made concurrently with a like sale and conveyance of the interest of Joseph H. Baugh, deceased, in said land; and WHEREAS, The said Chester County Trust Company, Guardian aforesaid, has filed its own bond in the sum of Twenty Thousand Dollars, conditioned for the proper application of the purchase money, which has been approved. ~~FOR THIS INDENTURE WITNESSETH~~, that the said Chester County Trust Company, Guardian aforesaid, for and in consideration of the sum of Six Thousand Dollars, lawful money of the United States of America, to them well and truly paid by the said Abner R. Williams and Anna Bruner Williams, his wife, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released and confirmed, and by these presents and under authority of the Decree of the Court of Common Pleas above recited, do grant, bargain, sell, alien, release and confirm unto the said Abner R. Williams and Anna Bruner Williams, his wife, their heirs and assigns. All the one undivided half part of ALL THAT CERTAIN message and tract of land, situate partly in Cain Township and partly in East Brandywine Township, in said County, composed of three tracts of land, bounded and described in old deeds as follows: (1.) BEGINNING at a stone on the line of Joseph Arters' land; thence by land of John Hoopes, north eighty four and one half degrees east, one hundred eight perches to a small chestnut tree, and south four degrees east, one hundred and one half perches to a post, and north eighty four and one half degrees east, fifty six perches to a post; thence by Thomas R. Parke's land and land of James Donaldson, north four degrees west, one hundred fifty four perches to a post; thence by Donaldson's land and the hereinafter described tract south eighty four and one half degrees west, one hundred sixty three and three tenths perches to a stone standing seven tenths of a perch west of an old marked chestnut tree being a corner (mutually agreed upon by the parties) of the aforesaid Joseph Arters' land; thence by same, south two and three quarters degrees east, fifty four perches to the place of beginning. CONTAINING ninety acres of land more or less. (2.) BEGINNING at a corner of land of James Donaldson in the line of the above described tract; thence by the said line south eighty four and one half degrees west, one hundred sixty four perches to a stone a corner of Joseph Arter's land; thence by same and land of Hunt Downing, north five and one half degrees west, forty seven perches to the corner of Samuel Haines' land, and by the same north eighty five degrees east, ninety perches and north six degrees west, thirty one and seven tenths perches to line of land late of Samuel McFarlan; thence by same and land of James Donaldson, south sixty two degrees east, fifty four and one half perches and south forty and one half degrees east, fifty perches to place of beginning. CONTAINING forty two acres forty seven perches of land, more or less, excepting and reserving as in an old deed set forth. (3.) BEGINNING at a stone formerly a spanish oak in a line of Joseph Hoopes' land; thence by the same north seventy six and one half degrees east, forty seven and six tenths perches to a stone; thence by land of William P. Evans, south two and one half degrees east, one hundred thirty five perches to a stone in line of Robert T. Parke's land; thence south eighty six degrees west, forty six perches to a stone; thence by land of Joseph Hoopes, deceased, north two and one quarter degrees west, one hundred twenty seven and two tenths perches to the place of beginning. CONTAINING thirty seven acres one hundred forty seven square perches of land, more or less. NOS. 1 and 2 BEING the same premises which John Hoopes, by his deed dated April 15, 1817, on record in the Recorder's Office of Chester County in Deed Book Q-3, Vol. 64, Page 433, conveyed to his son Joseph Hoopes in fee; the said Joseph Hoopes, so seized of the same, died intestate, prior to January 10th, 1831, leaving to survive him as his only heir Maria J. Hoopes, intermarried with Joseph Baugh, to whom said lands thereupon descended and the said Maria J. Baugh died on or about November 14, 1875, seized in fee of said lands, intestate, leaving to survive her her said husband, and as her only heirs two children, the said S. Ida Baugh and Joseph H. Baugh, to which children said lands descended. NO. 3 of said tracts of land is the same which William D. McFarlan and his wife by their deed dated March 29th, 1846, on record in said Recorder's Office in Deed Book D-5, Vol. 101, Page 10, conveyed to the said Joseph Baugh in fee; and so seized of which the said Joseph Baugh died on or about March 10th, 1892, intestate, unmarried, and leaving as his only children, the said S. Ida Baugh and Joseph H. Baugh, to whom said lands thereupon descended. TOGETHER with all and singular the buildings, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereupon belonging or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of the said S. Ida Baugh and of the said Chester County Trust Company, as Guardian aforesaid, in law, equity, or otherwise howsoever, of, in, to or out of the same. TO HAVE AND TO HOLD the said message and tract of land, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Abner R. Williams and Anna Bruner Williams, his wife, their heirs and assigns, to and for the only proper use and behoof of the said Abner R. Williams and Anna Bruner Williams, his wife, their heirs and assigns, forever. And the said the Chester County Trust Company, Guardian aforesaid, doth covenant, promise and agree, to and with the said Abner R. Williams, and Anna Bruner Williams, his wife, and their heirs and assigns, that they, the said Chester County Trust Company, Guardian aforesaid, hath not done, committed, or knowingly or willingly suffered to be done or committed, any act matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever. IN WITNESS WHEREOF, the common seal of the said Chester County Trust Company, Guardian aforesaid, hath hereunto been affixed in execution hereof. Dated the day and year first above written.

.....	.....	.....
: \$5.00 :	Chester County Trust Co.	: CORPORATE :
: I. R. :	Guardian of the Estate of S. Ida Baugh.	: SEAL :
: STAMP :	By J. E. Ramsey, President.	.....
.....	Attest:- L. K. Stubbs, Secretary.	

State of Pennsylvania, County of Chester, SS:-

On the Eighteenth day of February A. D. 1921, before me, a Notary Public for said State, residing in the Borough of West Chester, in said County, personally appeared L. K. Stubbs, Secretary of the said the Chester County Trust Company, who being duly affirmed according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed

P. No. 643



above indenture was duly sealed and delivered by J. E. Ramsey, President of said Corporation, as and for the act and deed of said Corporation for the uses and purposes therein mentioned and that the names of this deponent as Secretary and of J. E. Ramsey as President of said Corporation, subscribed to the above indenture in attestation of its due execution and delivery are of their and each of their respective handwritings.

L. K. Stubbs, Secretary.

Affirmed and subscribed before me the day and year aforesaid. WITNESS my hand and Notarial seal. Mary H. Davis, Notary Public. Commission expires Jan. 7, 1923.

Recorded March 7, 1921.

DEED. THOMAS W. BALDWIN, ET AL. TRUSTEES.

THIS INDENTURE, Made this Eighteenth day of February A. D. nineteen hundred twenty one. BETWEEN Thomas W. Baldwin and the Chester County Trust Company, Trustees under the Will of Joseph H. Baugh, late of the Township of Caln, in the County of Chester, and State of Pennsylvania, deceased, party of the first part; AND Abner R. Williams and Anna Bruner Williams, his wife, of the Borough of Downingtown, in said County and State, party of the second and other part:-

WHEREAS, the said Joseph H. Baugh died on or about April 16th, 1920, having first made his last Will and Testament dated July 2d, 1918, proven April 20th, 1920, and on record in the Office of the Register of Wills of said County in Will Book NO. forty three, Page four hundred twenty eight, wherein and whereby he bequeathed and devised all his estate, real and personal to the said Thomas W. Baldwin and the Chester County Trust Company, in trust, however, for the life of the testator's sister, S. Ida Baugh, with remainder to the legatees in said Will named; and WHEREAS, the said Joseph H. Baugh died seized in fee of, in and to an undivided half interest or part of, among other lands the message and tract of land, hereinafter described containing one hundred seventy acres, more or less, composed of the three adjoining tracts hereinafter separately described; and WHEREAS, the said Trustees, in their petition filed in the Orphans' Court of said County January 3d, 1921, set forth, among other things, that the said Abner R. Williams and Anna Bruner Williams, his wife, offered to purchase at private sale said interest in said lands, and to pay for the same \$6000., that renewals of and repairs to the fences and buildings on said premises would be expensive to maintain &c., and praying the Court to authorize a private sale of said undivided interest, whereupon said Court on January 24, 1921, being of opinion that it would be to the interest and advantage of all parties interested therein that said real estate be sold, that a sale be made without prejudice to any trust charity or purpose for which said real estate is held, and without violation of any law which may confer immunity or exemption from sale or alienation, and that under all the circumstances a better price can be obtained at private than at a public sale, made a Decree authorizing the said Trustees to sell at private sale and to convey the one undivided half interest or part of the said deceased in and to said message and tract of land to the said Abner R. Williams and Anna Bruner Williams, his wife, to be effected concurrently with a sale and conveyance of the remaining undivided part of said real estate belonging to S. Ida Baugh, the said Trustees to give their bond in the sum of Twenty Thousand Dollars, to be approved by the Court, which bond has been approved. NOW THIS INDENTURE WITNESSETH, that the said party of the first part, Trustees aforesaid, for and in consideration of the sum of Six Thousand Dollars, lawful money of the United States of America, to them well and truly paid by the said party of the second part at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed and by these presents and under authority of the Decree of the Orphans' Court above recited, do grant, bargain, sell, alien release and confirm unto the said party of the second part, their heirs and assigns; All the one undivided half part of ALL THAT CERTAIN message and tract of land, situate partly in Caln Township and partly in East Brandywine Township, in said County, composed of three tracts of land, bounded and described in old deeds as follows:- 1. BEGINNING at a stone on the line of Joseph Arters' land; thence by land of John Hoopes, north eighty four and one half degrees east, one hundred eight perches to a small chestnut tree and south four degrees east, one hundred and one half perches to a post, and north eighty four and one half degrees east, fifty six perches to a post; thence by Thomas R. Parke's land and land of James Donaldson, north four degrees west, one hundred fifty four perches to a post; thence by Donaldson's land and the hereinafter described tract south eighty four and one half degrees west, one hundred sixty three and three tenths perches to a stone standing seven tenths of a perch west of an old marked chestnut tree being a corner (mutually agreed upon by the parties) of the aforesaid Joseph Arters' land, thence by same south two and three quarters degrees east, fifty four perches to place of beginning. CONTAINING ninety acres of land, more or less. 2. BEGINNING at corner of land of James Donaldson in the line of the above described tract; thence by the said line south eighty four and one half degrees west, one hundred sixty four perches to a stone a corner of Joseph Arters' land; thence by same and land of Hunt Downing, north five and one half degrees west, forty seven perches to the corner of Samuel Haines' land, and by the same north eighty five degrees east, ninety perches and north six degrees west, thirty one and seven tenths perches to line of land late of Samuel McFarlan; thence by same and land of James Donaldson, south sixty two degrees east, fifty four and one half perches and south forty and one half degrees east, fifty perches to place of beginning. CONTAINING forty two acres, forty seven perches of land, more or less, excepting and reserving as in an old deed set forth. 3. BEGINNING at a stone formerly a spanish oak in a line of Joseph Hoopes' land; thence by the same, north seventy six and one half degrees east, forty seven and six tenths perches to a stone; thence by land of William P. Evans, south two and one half degrees east, one hundred thirty five perches to a stone in line of Robert T. Parke's land; thence south eighty six degrees west, forty six perches to a stone; thence by land of Joseph Hoopes, deceased, north two and one quarter degrees west, one hundred twenty seven and two tenths perches to the place of beginning. CONTAINING thirty seven acres one hundred forty seven square perches of land, more or less. NOS. 1 and 2 BEING the same premises which John Hoopes, by his deed dated April 15, 1817, on record in the Recorder's Office of Chester County in Deed Book Q-3, Vol. 64, Page 433, conveyed to his son Joseph Hoopes in fee; the said Joseph Hoopes so seized of the same, died intestate, prior to January 10th, 1831, leaving to survive him as his only heir Maria J. Hoopes, intermarried

Handwritten notes and numbers in the left margin, including '117-121' and '117-121'.



with Joseph Baugh, to whom said lands thereupon descended; and the said Maria J. Baugh died on or about November 14, 1875, seized in fee of said lands, intestate, leaving to survive her her said husband, and as her only heirs two children, the said Joseph H. Baugh and S. Ida Baugh, to which children said lands descended; NO. 3. of said tracts of land is the same which William D. McParlan, and his wife, by their deed dated March 29th, 1846, on record in said Recorder's Office in Deed Book D-5, Vol. 101, Page 10, conveyed to the said Joseph Baugh in fee and so seized of which the said Joseph Baugh died on or about March 10th, 1892, intestate, unmarried and leaving as his only heirs his children, the said Joseph H. Baugh and S. Ida Baugh, to whom said lands thereupon descended. TOGETHER with all and singular the buildings, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title interest, use, trust, property, possession, claim and demand whatsoever of him, the said Joseph H. Baugh; at and immediately before his decease, in law, equity or otherwise howsoever, of, in, to or out of the same. TO HAVE AND TO HOLD the said message and tract of land, composed of the three tracts of land hereinbefore described, hereditaments and premises hereby granted and released or mentioned and intended so to be, with the appurtenances, unto the said Abner R. Williams and Anna Bruner Williams, his wife, their heirs and assigns, to and for the only proper use and behoof of the said Abner R. Williams and Anna Bruner Williams, his wife, their heirs and assigns forever. And the said Thomas W. Baldwin and Chester County Trust Company, Trustees aforesaid, do severally, but not jointly, or the one for the other, or for the act or deed of the other, but each for his or its own act only, covenant, promise and agree, to and with the said party of the second part, their heirs and assigns that they the said Thomas W. Baldwin and the Chester County Trust Company, Trustees aforesaid, have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever. IN WITNESS WHEREOF, the said Thomas W. Baldwin, Trustee aforesaid hath hereunto set his hand and seal, and the said Chester County Trust Company, Trustee aforesaid, hath hereunto affixed the common seal of said Corporation. Dated the day and year first above written.

Signed, sealed and delivered in the presence of us;

Eoline G. Green.	.....	Thomas W. Baldwin.	(SEAL).....
	: \$6.00 :	CHESTER COUNTY TRUST CO.	: CORPORATE :
	: I. R. :	BY J. E. Ramsey, President.	: SEAL :
	: STAMP :	ATTEST- L. K. Stubbs, Secretary.	: .....
	.....	Trustees under Will of Joseph H. Baugh, dec'd.	

State of Pennsylvania, County of Chester, SS:-

On the Eighteenth day of February A. D. 1921, before me, a Notary Public for said State, residing in the Borough of West Chester, in said County, personally appeared the above named Thomas W. Baldwin, Trustee aforesaid, and in due form of law acknowledged the foregoing Indenture to be his act and deed, and desired the same might be recorded as such. WITNESS my hand and Notarial seal the day and year aforesaid.

Mary H. Davis, Notary Public,	: NOTARIAL :
Commission expires Jan. 7, 1923.	: SEAL :
	: .....

State of Pennsylvania, County of Chester, SS:-

On the Eighteenth day of February A. D. 1921, before me, a Notary Public for said State, residing in the Borough of West Chester, in said County, personally appeared L. K. Stubbs, Secretary of the said the Chester County Trust \_\_, Trustee aforesaid, who being duly affirmed according to law, says that he was personally present at the execution of the above Indenture and saw the Common or Corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the above indenture was duly sealed and delivered by J. E. Ramsey, President of said Corporation for the uses and purposes therein mentioned and that the names of this deponent as Secretary and of J. E. Ramsey as President of said Corporation, subscribed to the above indenture in attestation of its due execution and delivery are of their and each of their respective handwritings.

L. K. Stubbs, Secretary.	
Affirmed and subscribed before me the day and year aforesaid. WITNESS my hand and Notarial seal.	.....
Mary H. Davis, Notary Public.	: NOTARIAL :
Commission expires Jan. 7, 1923.	: SEAL :
	: .....

Recorded March 7, 1921.

DEED.	:	THIS INDENTURE, made the Fourth day of March in the year of our Lord one
JOHN T. FREES.	:	thousand nine hundred and twenty one. BETWEEN John T. Frees of Atlantic City,
TG.	:	County of Atlantic, State of New Jersey, singleman (hereinafter called the
DOROTHY B. EYRICH.	:	Grantor) of the one part; AND Dorothy E. Eyrich, of the Borough of Phoenix-
	:	ville, Chester County, State of Pennsylvania, wife of Raymond R. Eyrich (herein-
	:	after called the Grantee) of the other part. WITNESSETH, That the said grantor
	:	for and in consideration of the sum of One Dollar (\$1.00) lawful money of the

United States of America, unto him well and truly paid by the said grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, released and confirmed and by these presents \_ grant, bargain, and sell, release and confirm unto the said grantee, her heirs and assigns; ALL THAT CERTAIN message tenements and lot of lands, situate in the Fourth Ward of the said Borough of Phoenixville, bounded and described as follows, viz:- BEGINNING at a corner of lands of the Estate of Patrick Cullen, deceased in line of the Northern side of Spring Street; thence along said Cullen's lot, north fifteen and one fourth degrees west, seven and fifty two hundredths perches to a corner in line of Joseph Kopistackis lands; thence along said Kopistackis lot north seventy five degrees east, two perches and seventy five hundredths to a line in corner of Edward Levi's land; thence along said Levi's land, south seventeen degrees east, seven and fifty two hundredths perches to a corner in the northern line of Spring Street; thence along the northern side of Spring Street, south seventy five degrees west, two and ninety three hundredths perches to the



This Indenture, Made the Twenty Seventh day of September 1927 of one thousand nine hundred and twenty seven (1927)

DEED

ABNER R. WILLIAMS & WIFE TO EUGENE J. HOOPER & WIFE

BETWEEN Abner R. Williams and Anna Bruner Williams, his wife of Cain Township, County of Chester and State of Pennsylvania (hereinafter called the Grantors) of the one part;

AND Everett J. Hoopes and Martha L. Hoopes, his wife of Cain Township, County of Chester, Pennsylvania (hereinafter called the Grantees)

Witnesseth, that the said Grantors for and in consideration of the sum of One Dollar and other good and valuable considerations lawfully money of the them have granted, bargained, sold, aliened, conveyed, released and confirmed unto the said Grantees, their heirs and assigns as tenants by entireties

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in Cain Township, Chester County, Pennsylvania, bounded and described according to a certain survey and plan thereof made by F. Vernon Keech, Surveyor, West Chester, Penna. August 1927 as follows, to wit:-

BEGINNING at an iron pin in the middle of the Downingtown and Harrisburg Pike at a corner of land belonging to Edward Wirth; thence by said land north three degrees twenty two minutes east, nine hundred thirty nine and three tenths (939.3) feet to an iron pin in line of land of James Delpaggio; thence by said land and land belonging to Clara M. Huey, south eighty degrees thirty five minutes west, eight hundred three and thirty five one hundredths (803.35) feet to a stone; thence by land of Clara M. Huey aforesaid the next two courses and distances, to wit:- North one degree thirty minutes east, four hundred forty two and seven tenths (442.7) feet to a stone and south eighty eight degrees nineteen minutes west, four hundred forty four and two tenths (444.2) feet to an iron pin in the middle of the Downingtown and Harrisburg Pike aforesaid; thence along the middle of said pike the next ten courses and distances, to wit:- South fifteen degrees eighteen minutes east, seventy seven and thirty five one hundredths (77.35) feet to an iron pin; south eleven degrees two minutes east, five hundred thirty three and one tenth (533.1) feet to an iron pin, south seventeen degrees fifty minutes east, one hundred twenty five one hundredths (120.25) feet to an iron pin; south thirty degrees seventeen minutes east, seventy nine and seventy five one hundredths (79.75) feet to an iron pin, south thirty seven degrees forty three minutes east, three hundred five and eight tenths (305.8) feet to an iron pin, south forty six degrees thirty seven minutes east, one hundred five and eighty five one hundredths (105.85) feet to an iron pin, south sixty degrees forty seven minutes east one hundred twenty six and three tenths (126.3) feet to an iron pin; south seventy seven degrees eight minutes east, one hundred thirty one and five tenths (131.5) feet to an iron pin, south eighty five degrees four minutes east, one hundred ninety four feet to an iron pin and south eighty three degrees seventeen minutes east, two hundred seventy six and forty five one hundredths (276.45) feet to the first mentioned iron pin at place of beginning.

CONTAINING twenty one and five hundred fifty eight one thousandths (21.558) acres of land be the same more or less.

BEING part of the same premises which Thomas W. Baldwin and the Chester County Trust Company, Trustees by their deed dated the 18th day of February A. D. 1921 and recorded in the Recorder's Office of Chester County in Deed Book V-15, Vol. 368, Page 117 etc. and which the Chester County Trust Company, Guardian by its deed dated the 18th day of February A. D. 1921 and recorded in said Office in Deed Book V-15, Vol. 368, Page 115 granted and conveyed unto the said Abner R. Williams and Anna Bruner Williams, parties hereto in fee:

EXCEPTING and RESERVING unto the parties of the first part, their heirs and assigns, the right to have and enjoy the water now piped to the farm buildings and sufficient land thereon the spring and reservoir now thereon in care maintenance of the same. To said parties of the first part, their heirs and assigns, from time to time they enter upon said reserved land to maintain, repair and enlarge the said spring and reservoir and to install other methods for securing said water and to repair and renew the pipes carrying said water.

DEED

EVERETT J. HOOPES & WIFE  
TO  
GEORGE W. CROSSLEY & WIFE

This Indenture, Made the Thirtieth day of  
April in the year of our Lord one thousand nine hundred and twenty eight

BETWEEN Everett J. Hoopes, of the Township of Cain, County of Chester,  
State of Pennsylvania, and Martha L. Hoopes, his wife (hereinafter called  
the Grantors) of the one part;

AND

George W. Crossley of the Township of Cain, County of Chester, State of  
Pennsylvania, and Margaret A. Crossley, his wife (hereinafter called the  
Grantees)

of the other part: WITNESSETH, That the said  
for and in consideration of the sum of **One Dollar and other good and valuable consideration** the full money of the  
United States of America, made **them** well and truly paid by the said **Grantees**  
at and before the reading and delivery of these presents. The receipt whereof is herein acknowledged **have** granted, bargained, sold, aliened, conveyed,  
released and confirmed and by their present **do** grant, bargain, sell, alien, confirm, release and confirm unto the said  
**Grantees, their** heirs and assigns

ALL THAT CERTAIN messuage and lot of land situate in the Township of Cain, County of Chester, State  
of Pennsylvania, which according to a survey made recently by J. Vernon Keech is bounded and described as  
follows, to wit:- BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of  
other land of Everett J. Hoopes at a distance of one hundred forty one and twenty five hundredths feet west  
from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the aforesaid Ever-  
ett J. Hoopes the next three courses and distances, to wit:- North no degrees twenty one minutes west, one  
hundred ninety three and eighty six hundredths feet to an iron pin in the middle of a thirty feet wide proposed  
drive; thence along the middle of the said drive south eighty degrees sixteen minutes west, one hundred and six  
tenths feet to an iron pin; thence south no degrees twenty one minutes east, one hundred sixty five and six  
teen hundredths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof south  
eighty three degrees seventeen minutes east, one hundred feet to the first mentioned spike and place of  
beginning;

CONTAINING seventeen thousand eight hundred fourteen square feet of land be the same more or less;

BEING part of the same premises which Abner R. Williams and Anna Bruner Williams, his wife by their  
Indenture bearing date the Twenty Seventh day of September A. D. 1927 and recorded in the Office for the  
Recording of Deeds in and for the County of Chester, Pennsylvania, the Twenty Eighth day of September A. D.  
1927 in Deed Book N-17, Vol. 410, Page 136 granted and conveyed unto Everett J. Hoopes and Martha L. Hoopes  
his wife in fee.

EXCEPTING and RESERVING as cited in Deed to Grantors herein named, in Deed Book N-17, Vol. 410, Page

AND



Know All Men by These Presents:

I, Aldus M. Seldomridge

Sheriff of the County of Chester, in the State of Pennsylvania, for and in consideration

the sum of \$1000

to and paid to be by grant and convey to Paoli Bank and Trust Company

heirs and assigns, all that certain

messuage and lot of land situate in the Township of Cain, County of Chester, State of Pennsylvania, which according to a recent survey made by J. Vernon Keech, is bounded and described as follows, to wit: BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of other land of Everett J. Hoopes at a distance of one hundred forty one and twenty five hundredths feet west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the aforesaid Everett J. Hoopes the next three courses and distances, to wit: North no degrees twenty one minutes west, one hundred ninety three and eighty six hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of the said drive south eighty degrees sixteen minutes west one hundred and six tenths feet to an iron pin; thence south no degrees twenty one minutes east, one hundred sixty five and sixteen hundredths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof, south eighty three degrees, seventeen minutes east, one hundred feet to the first mentioned spike and place of beginning. CONTAINING seventeen thousand eight hundred fourteen square feet of land be the same more or less.

the same having been sold by me to the said grantee on the 29th day of May after due advertisement according to law, under and by virtue of a writ of Levari Facias and Dams one thousand nine hundred and thirty five issued on the 15th day of April Term, one thousand nine hundred and thirty five Anno Domini 1935 out of the Court of Common Pleas of Chester County, as of April Term, one thousand nine hundred and thirty five at the sum of Paoli Bank and Trust Company

appear: George W. Crossley and Margaret A. Crossley, his wife

I, Witness, whereof I have hereunto affixed my signature this 10th day of July Anno Domini one thousand nine hundred and thirty five

Witness present: W. Foxall MacElree, Nellie E. Donovan, Aldus M. Seldomridge, Sheriff, PENNA.



I hereby certify that the precise residence of the within named grantee is Paoli, Penna. A. M. Seldomridge, Sheriff Agent BY W Foxall MacElree, Deputy Sheriff

COMMONWEALTH OF PENNSYLVANIA ss: I, the undersigned, Prothonotary of the Court of Common Pleas of Chester County, personally appeared Aldus M. Seldomridge Sheriff of Chester County aforesaid and in the form of law declared that the facts set forth in the foregoing Deed are true, and that he acknowledged the same in due and legal manner to be recorded. Witness my hand and the seal of said Court this 10th day of July Anno Domini one thousand nine hundred and thirty five

Lewis B. Downing, Prothonotary; SEAL OF COURT

August 16, 1935

# DEED

PAOLI BANK & TRUST COMPANY

TO

MIRIAM M. MCKINNEY

**This Indenture**, Made the Twenty Sixth day of June in the year of our Lord one thousand nine hundred and thirty five (1935) BETWEEN Paoli Bank and Trust Company, a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, of Paoli, in the Township of Trudyffin, County of Chester (hereinafter called the Grantor) of the one part; AND Miriam M. McKinney, singlewoman of the Borough of Downingtown, County and State aforesaid

(hereinafter called the Grantee) of the other part

WITNESSETH, That the said Grantor for and in consideration of the sum of One Dollar and other good and valuable consideration lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents does grant, bargain, sell, alien, convey, release and confirm unto the said Grantee, her heirs and Assigns

ALL THAT CERTAIN messuage and lot of land situate on the north side of Horseshoe Pike in the Township of Pain, County of Chester, State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of other land of Everett J. Hoopes at a distance of one hundred forty one and twenty five one hundredths feet west from the corner of lands of said Hoopes and Edward Worth; thence by land of the aforesaid Hoopes the next three courses and distances to wit, north no degrees twenty one minutes west, one hundred ninety three and eighty six one hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive, south eighty degrees sixteen minutes west, one hundred and six tenths feet to an iron pin; thence south no degrees twenty one minutes east, one hundred sixty five and sixteen one hundredths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof south eighty three degrees seventeen minutes east, one hundred feet to the first mentioned spike and place of beginning, CONTAINING seventeen thousand eight hundred fourteen (17,814) square feet of land, be the same more or less.

BEING the same premises which Aldus M. Selcombridge, Sheriff of Chester County, Pennsylvania, by Sheriff's Deed bearing date the 26 day of June, A. D. 1935 and recorded in the Office for the Recording of Deeds in and for the County of Chester, Pennsylvania granted and conveyed unto the said Paoli Bank and Trust Company, Grantor herein, in conformity with



719,183 1936

# DEED

MIRIAM M. MCKINNEY

TO

EVERETT J. HOOPES & WIFE

This Indenture, Made the 30th (1936) day of November  
 in the year of our Lord one thousand nine hundred and thirty six / BETWEEN Miriam M. McKinney  
 singlewoman, of the Borough of Downingtown, County of Chester, State of  
 Pennsylvania, (hereinafter called the Grantor ), of the  
 one part; and Everett J. Hoopes of the Borough of Downingtown, County and State  
 aforesaid, and Martha L. Hoopes, his wife (hereinafter called the Grantee s), of the other part.

WITNESSETH, That the said Grantor  
 for and in consideration of the sum of one dollar and other good and valuable consideration  
 lawful money of the United States of America, unto her well and truly paid by the said Grantee s

at and before the sealing and delivery  
 of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these  
 presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee s, their  
 heirs and Assigns

ALL THAT CERTAIN message and lot of land situate on the North side of Horse Shoe Pike in the  
 Township of Caln, County of Chester, State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of other  
 land of Everett J. Hoopes at a distance of one hundred forty one and twenty five one hundredths feet west  
 from the corner of lands of said Hoopes and Edward Worth; thence by land of the aforesaid Hoopes the next  
 three courses and distances, to wit: north no degrees twenty one minutes west one hundred ninety three and  
 eighty six one hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence  
 along the middle of the said drive south eighty degrees sixteen minutes west one hundred and six tenths feet  
 to an iron pin; thence south no degrees twenty one minutes east one hundred sixty five and sixteen one hundred-  
 ths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof south eighty three  
 degrees seventeen minutes east one hundred feet to the first mentioned spike and place of beginning.

CONTAINING seventeen thousand eight hundred fourteen (17,814) square feet of land, be the same more  
 or less.

BEING the same premises which Paoli Bank and Trust Company by Indenture bearing date the twenty  
 eighth day of June A. D. 1935, and recorded in the Office for the Recording of Deeds in and for the County of  
 Chester, Pennsylvania, in Deed Book G-19, Volume 454, page 148, on the sixth day of July 1935, granted and  
 conveyed unto the said Miriam M. McKinney, singlewoman, Grantor herein, in fee.

UNDER AND SUBJECT to the payment of a first mortgage debt or principal sum of four thousand dollars  
 (\$4,000.00), together with interest thereon when and as the same shall hereafter become due and payable.

AND,

DEED

This Indenture,

Made the twenty ninth day of

EVERETT J. HOOPES & WIFE

April in the year of our Lord one thousand nine hundred and thirty seven.

TO

ROBERT G. FUNKHOUSER

BETWEEN Everett J. Hoopes and Martha L. Hoopes, his wife, of the Borough of Downingtown, Chester County, Pennsylvania, parties of the first part, and Robert G. Funkhouser, of the Village of Paoli, Tredyffrin Township, Chester County Pennsylvania, party

of the second part: Witnesseth. That the said part ~~ies~~ of the first part, for and in consideration of the sum of one dollar lawful money of the United States of America, well and truly paid by the said part y of the second part to the said part ~~ies~~ of the first part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said part y of the second part, his heirs and assigns.

ALL THAT CERTAIN message and lot of land situate on the north side of Horse Shoe Pike in the Township of Caln, County of Chester and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of other land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty five one hundredths feet west from the corner of lands now or late of Everett J. Hoopes and Edward Worth; thence by land now or late of Everett J. Hoopes, the next three courses and distances, to wit: north no degrees twenty one minutes west, one hundred ninety three and eighty six one hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of the said drive, south eighty degrees sixteen minutes west, one hundred and six tenths feet to an iron pin; thence south no degrees twenty one minutes east, one hundred sixty five and sixteen one hundredths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof, south eighty three degrees seventeen minutes east, one hundred feet to the first mentioned spike and place of beginning.

CONTAINING seventeen thousand eight hundred fourteen (17,814) square feet of land, be the same more or less.

BEING the same premises which Miriam M. McKinney, a singlewoman, by deed dated November 30th, 1936, and about to be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, granted and conveyed unto the said Everett J. Hoopes and Martha L. Hoopes, his wife, parties of the first part hereto, in fee. 19,185



**This Indenture,**

Made the 6th (1938) Day of

September in the year of our Lord one thousand nine hundred and thirty-eight / BETWEEN Robert G. Funkhouser and Alma, his wife, of Paoli, County of Chester, State of Pennsylvania,

(hereinafter called the grantor), of the one part, and George H. Eldredge of West Whiteland, County of Chester, State of Pennsylvania, (hereinafter called the grantee).

**DEED**

ROBERT G. FUNKHOUSER & WIFE

To

GEORGE H. ELDRIDGE

WITNESSETH That the said grantor, in lawful moneys of the sum of fifteen hundred dollars (\$1500.00) well and truly paid by the said grantee, have granted, bargained and sold, grant, bargain and sell release and confirm unto the said grantee, his heirs and assigns

ALL THAT CERTAIN message and lot of land together with the premises thereon erected, situate on the north side of Horse Shoe Pike in the Township of Caln, County of Chester, State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of other land of Everett J. Hoopes at a distance of one hundred forty one and twenty five one hundredths feet west from the corner or lands of said Hoopes and Edward Worth; thence by land of the aforesaid Hoopes the next three courses and distances, to wit: North no degrees twenty one minutes west one hundred ninety three and eighty six one hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive south eighty degrees sixteen minutes west one hundred and six tenths feet to an iron pin; thence south no degrees twenty one minutes east one hundred sixty five and sixteen one hundredths feet to a spike in the middle of the aforesaid Pike; thence along the middle thereof south eighty three degrees seventeen minutes east one hundred feet to the first mentioned spike and place of beginning.

CONTAINING 17,814 sq. ft. of land, more or less.

BEING the same premises which Everett J. Hoopes, et ux, by Deed dated April 29, 1937, and recorded in the Office for the Recording of Deeds in and for the County of Chester on August 15, 1938, in Deed Book No. V-19, Vol. 468, page 277, granted and conveyed unto Robert G. Funkhouser, the grantor herein, in fee.

UNDER AND SUBJECT to certain exceptions and reservations.

AND ALSO UNDER AND SUBJECT to a mortgage, debt, or principal sum of \$4000.00, since reduced to \$3500.00, together with interest accrued and to accrue thereon.

DEED

This Indenture, Made the twenty fourth day of May

in the year of our Lord one thousand nine hundred and forty four BETWEEN George H. Eldredge and Mabel G. Eldredge, his wife, of the Township of Main, Chester County, Pennsylvania, parties of the first part, and John H. Scott and Beatrice M. Scott, his wife, of the Township of East Willowfield, Chester County, Pennsylvania, parties

of the second part. Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of one dollar (\$1.00) lawful money of the United States of America, well and truly paid by the said part 1st of the second part to the said part 1st of the first part at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, alien, conveyed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey, release, convey and confirm unto the said part 1st of the second part, their heirs and assigns, as husband and wife, as contracts by the entireties.

All that certain messuage and lot of land together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Main, County of Chester and State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty five one hundredths (141.25) feet west from the corner of lands of the said Everett J. Hoopes and Edward North; thence by land of the said Everett J. Hoopes the next three courses and distances, to wit: north no degree or more one minute west (N. 0° 21' W.) one hundred ninety three and eighty six one hundredths (193.86) feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive south eighty degrees sixteen minutes west (S. 80° 16' W.) one hundred and six tenths (106.6) feet to an iron pin; thence south no degrees twenty one minutes east (S. 0° 21' E.) one hundred sixty five and sixteen one hundredths (165.16) feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof south eighty three degrees seventeen minutes east (S. 83° 17' E.) one hundred (100) feet to the first mentioned spike and place of beginning. CONTAINING seventeen thousand eight hundred fourteen (17,814) square feet of land, more or less.

RESERVING and reserving as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Deed Book N-17, vol. 410, page 136, in so far as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BEING the same premises which Robert G. Pankhouse and wife by deed dated September 6, 1938 and duly recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Deed Book L-19, vol. 438, page 248, granted and conveyed unto the said George H. Eldredge, party of the first part hereto, in fee.

The grantee of the within named Grantee is W. E. Keenan, Pa. William E. Keenan, on behalf of the Grantee

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part 1st of the first part, of, in, and to the said premises, with the appurtenances:

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said part 1st of the second part, their heirs and assigns, to the only proper use, benefits and behoof of the said part 1st of the second part, their heirs and assigns forever, as husband and wife, as tenants by the entireties, heirs, executors and administrators, do as

in these presents contained, grant and agree in and with the said part 1st of the second part, their heirs and assigns forever, that he the said part 1st of the second part, their heirs, all and singular the hereditaments and premises herein above described, and granted, or mentioned and intended so to be, with the appurtenances, unto the said part 1st of the second part, their heirs, and against all and every other person or persons whatsoever, lawfully claiming or to claim the same or any part thereof, by, from or under him, them or any of them WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part to these presents have hereunto set their hands and seals. Dated the

first day of May above written. Signed, sealed and Delivered in the presence of : George H. Eldredge (SEAL) : Mabel G. Eldredge (SEAL) : W. E. Keenan : W. E. Keenan : W. E. Keenan

Witnessed the day of the date of the above Indenture, of the above named John H. Scott and Beatrice M. Scott, his wife, the full and lawful attorney in law for the said George H. Eldredge

Notary Public in and for the County of Chester, Pennsylvania. My Commission Expires on the 14th day of May, 1944. Before me a Notary Public duly commissioned in and for the County of Chester, Pennsylvania, and in commission residing in the State and County aforesaid personally appeared the above named George H. Eldredge and Mabel G. Eldredge, who acknowledged to me that they were the parties to the above and desired the same might be recorded as such.



DEED

This Indenture,

Made the Twentieth day of

JOHN H. SCOTT & WIFE

TO

M. E. HARRISON & WIFE

September in the year of our Lord one thousand nine hundred and forty-five BETWEEN John H. Scott and Beatrice M. Scott, his wife, of the Township of Cain, County of Chester and State of Pennsylvania, parties of the first part, AND William E. Harrison and Virginia Shilliday Harrison, husband and wife, of the same place, parties

of the second part, Whereas the said parties of the first part, for and in consideration of the sum of One Dollar Lawful money of the United States of America well and truly paid by the said part ies of the second part to the said part ies of the first part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said parties of the second part, their heirs and assigns.

ALL THAT CERTAIN messuage and lot of land, together with the premises thereon erected, situated on the north side of Horae Choe Pike in the Township of Cain, County of Chester and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty five one-hundredths (141.25) feet west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distances, to wit: North no degrees twenty one minutes west (N. 0° 11' W.) one hundred ninety three and eighty six one-hundredths (193.86) feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive south eighty degrees sixteen minutes west (S. 80° 16' W.) one hundred and six tenths (106.6) feet to an iron pin; thence south no degrees twenty one minutes east (S. 0° 21' E.) one hundred sixty five and sixteen one-hundredths (165.16) feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof south eighty three degrees seventeen minutes east (S. 83° 17' E.) one hundred (100) feet to the first mentioned spike and place of beginning.

CONTAINING seventeen thousand eight hundred fourteen (17,814) square feet of land, more or less.

RESERVED and reserved as particularly set forth in the deed from Aoner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and July recorded in the Office of the Recorder of Deeds in and for Chester County, Pa., in Deed Book N-17, Vol. 410, Page 136, in so far as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BEING the same premises which George A. Eldredge and Mabel G. Eldredge, his wife, by their deed dated May 24, 1944, and recorded in the Office for Recording of Deeds in and for Chester County, Pa., in Deed Book N-21, Vol. 408, Page 20, granted and conveyed unto John H. Scott and Beatrice M. Scott, his wife, parties of the first part heretofore, in fee.

xxx The address of the within-named Grantee is E. J. #1, Downingtown - Louis Appelbaum, On behalf of the Grantee.

And the said parties of the first part, their heirs, assigns, devisees, legatees, executors, administrators and assigns, do hereby warrant and forever defend unto the said parties of the second part, their heirs and assigns, the full consideration money herein mentioned, together with the interest thereon, and of every part and parcel thereof; AND ALSO all the estate, right, title and interest in and to the premises hereinabove described, together with the premises thereon erected, unto the said parties of the second part, their heirs and assigns, forever.

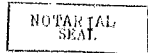
And the said parties of the first part, their heirs, assigns, devisees, legatees, executors, administrators and assigns, do hereby warrant and forever defend unto the said parties of the second part, their heirs and assigns, the full consideration money herein mentioned, together with the interest thereon, and of every part and parcel thereof; AND ALSO all the estate, right, title and interest in and to the premises hereinabove described, together with the premises thereon erected, unto the said parties of the second part, their heirs and assigns, forever.

Witness my hand and seal this Twentieth day of September, 1945. Louis Appelbaum, Notary Public. John H. Scott, Beatrice M. Scott (SEAL)

And the said parties of the first part, their heirs, assigns, devisees, legatees, executors, administrators and assigns, do hereby warrant and forever defend unto the said parties of the second part, their heirs and assigns, the full consideration money herein mentioned, together with the interest thereon, and of every part and parcel thereof; AND ALSO all the estate, right, title and interest in and to the premises hereinabove described, together with the premises thereon erected, unto the said parties of the second part, their heirs and assigns, forever.

Notary Public, Chester, Pennsylvania, on the Twentieth day of September, 1945. I, the subscriber, a Notary Public, duly commissioned and qualified for the Commonwealth of Pennsylvania and in commission residing at Coatesville, Pa. John H. Scott and Beatrice M. Scott, his wife.

Witness my hand and seal this Twentieth day of September, 1945. Hanna Stringer, Notary Public. My Commission expires March 2, 1949.



Notary Public, Chester, Pennsylvania, on the Twentieth day of September, 1945.

DEED

This Indenture,

Made the Twenty sixth

day of

May in the year of our Lord, one thousand nine hundred and fifty one

WILLIAM E. HARRISON SS IX

TO

WILLIAM G. EVERHARDT SS IX

BETWEEN William E. Harrison and Virginia Shilliday Harrison, his wife of the Township of Cain, County of Chester and State of Pennsylvania, parties of the first part, and William G. Everhardt and Mary M. Everhardt, husband and wife, of the same place, parties

of the second part. Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One Dollar lawfully money of the United States of America, well and truly paid by the said parties of the second part to the said part 1st of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, aliened, conveyed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said part 1st of the second part, Their Heirs and assigns, as tenants by the entirety,

All These Two Certain Tracts of land, more particularly bounded and described, as follows:

Tract No. 1. All That Certain lot or tract of land situate on the north side of the Downingtown-Harrisburg Turnpike in Cain Township, Chester County, Pennsylvania.

Beginning at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan E. Sutton's line North 8° 20' East 458.05' to an iron pin, and thence by remaining land of Eugene A. Pollock of whom this is a part North 81° 34' East 80.12' to an iron pin set for a corner of land about to be conveyed to Frank A. Denton; thence by said Denton's new line South 0° 21' East 268.05' to an iron pin set for a corner of other land of the Grantors herein; thence by said Grantor's other land the next two (2) courses and distances (1) South 80° 16' West 100.60' to an iron pin and (2) South 0° 21' East 165.16' to an iron pin in the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two (2) courses and distances (1) North 83° 17' West 35.25' to a point and (2) North 85° 04' West 12.03' to an iron pin the first mentioned point and place of beginning.

Containing 0.746 acres of land be the same more or less.

Being the same premises sold Eugene A. Pollock and Susan A. Pollock, his wife, by their deed dated November 4, 1943, and recorded in the Office for Recording of deeds in and for Chester County, Pa., in Deed Book M-25, Vol. 368, page 58, granted and conveyed unto William E. Harrison and Virginia Shilliday Harrison, his wife, parties of the first part hereto, in fee.

Tract No. 2. All That Certain messuage and lot of land, together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Cain, County of Chester and State of Pennsylvania, bounded and described as follows:

Beginning at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of EVERETT J. Hoopes at a distance of one hundred forty one and twenty five one-hundredths (141.25) feet west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distances, to wit: North no degrees twenty one minutes West one hundred ninety three and eighty six one hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eighty degrees sixteen minutes West one hundred and six tenths feet to an iron pin; thence South no degrees twenty one minutes East one hundred sixty five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty three degrees seventeen minutes East one hundred feet to the first mentioned spike and place of beginning.

Containing seventeen thousand eight hundred fourteen square feet of land, be the same more or less.

Excepting and reserving as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder as aforesaid, in Deed Book N-17, Vol. 410, page 136, in so far as the said exception and reservations affect or pertain to the premises hereinabove described and hereby conveyed.

Being the same premises which John E. Scott and Beatrice M. Scott, his wife, by their deed dated September 20, 1945, and recorded in the Office for Recording of Deeds in and for Chester County, Pa., in Deed Book A-27, Vol. 523, page 446, granted and conveyed unto William E. Harrison and Virginia Shilliday Harrison, husband and wife, parties of the first part hereto, in fee.



# This Indenture, Made the

— fifteenth — day of — APRIL — in the year of our Lord  
one thousand nine hundred and — fifty-five —

**Between** **WILLIAM W. LENHARDT** and **LENA W. LENHARDT**, his wife, of the Township of Palm, County of Chester and State of Pennsylvania, parties of the first part, and **J. ROBERT DUGHERTY** and **WITA DUGHERTY**, his wife, of the Borough of Downingtown, County and State aforesaid, parties

of the second part: **Witnesseth**, That the said parties of the first part, for and in consideration of the sum of Fourteen thousand, five hundred Dollars.

lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns, as tenants by the entireties.

ALL THOSE THE CERTAIN tracts of land, more particularly bounded and described as follows:

**TRACT No. 1.** ALL THAT CERTAIN lot or tract of land situate on the north side of the Downingtown-Harrisburg Turnpike in Palm Township, Chester County, Pennsylvania.

**BEGINNING** at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan W. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan W. Sutton's line North eight degrees, twenty-six minutes East, four hundred thirty eight and five one-hundredths (438.05) feet to an iron pin, and thence by remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set for a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees, twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an iron pin set for a corner of other land of the Grantors herein; thence by said Grantors' other land the next two courses and distances: (1) South eighty degrees, sixteen minutes West, one hundred and sixty one-hundredths (100.60) feet to an iron pin, and

South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two courses and distances: (1) North eighty-three degrees, seventeen minutes West, thirty-five and twenty-five one hundredths (35.25) feet to a point, and (2) North eighty-five degrees, four minutes West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and place of beginning. CONTAINING seven hundred and twenty-six one thousandths (0.726) of an acre of land, be the same more or less.

TRACT NO. 2. ALL THAT CERTAIN message and lot of land, together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Caln, County of Chester and State of Pennsylvania, bounded and described as follows:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty-five one-hundredths (141.25) feet west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distances, to wit: North no degrees, twenty-one minutes West, one hundred ninety-three and eighty-six one-hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eighty degrees, sixteen minutes West, one hundred and six tenths feet to an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to the first mentioned spike and place of beginning. CONTAINING seventeen thousand, eight hundred fourteen square feet of land, be the same more or less.

EXCEPTING AND RESERVING as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County in Deed Book N-17, Vol. 410, Page 136, insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BEING the same premises which William E. Harrison and Virginia Shilliday Harrison, his wife, by their deed dated May 26th, 1951, and recorded in the Office of the Recorder of Deeds of Chester County in Deed Book T-24, Vol. 591, Page 81, granted and conveyed unto William G. Everhardt and Mary M. Everhardt, his wife, parties of the first part hereto, in fee.



**This Indenture** made this 11th day of December 19 96

**Between** Rita Dougherty

(hereinafter called the Grantor/s), of the one part and

Brian J. Dougherty

(hereinafter called the Grantee/s), of the other part,

**Witnesseth** That in consideration of ONE DOLLAR (\$1.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor/s do/does hereby grant and convey unto the said Grantee/s, his heirs and assigns,

ALL THOSE CERTAIN tracts of land, more particularly bounded and described as follows:

TRACT NO. 1. ALL THAT CERTAIN lot or tract of land situate on the north side of the Downingtown-Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan E. Sutton's line North eight degrees, twenty-six minutes East, four hundred thirty eight and five one-hundredths (438.05) feet to an iron pin, and thence by remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set for a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an iron pin set for a corner of other land of the Grantors herein; thence by said Grantor's other land the next two courses and distance: (1) South eighty degrees, sixteen minutes West, one hundred and sixty one-hundredths (100.60) feet to an iron pin, and (2) South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two courses and distances: (1) North eighty-three degrees seventeen minutes West, thirty-five and twenty-five one hundredths (35.25) feet to a point, and (2) North eight-five degrees, four minutes West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and place of beginning.

TRACT NO. 2. ALL THAT CERTAIN message and lot or land, together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Caln, County of Chester and State of Pennsylvania, bounded and described as follows:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty-five one-hundredths feet (141.25) west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distance, to wit: North no degrees, twenty one minutes West, one hundred ninety-three and eighty-six one-hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eight degrees, sixteen minutes West, one hundred and six tenths feet to an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to the first mentioned spike and place of Beginning.

EXCEPTING AND RESERVING as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, In Deed Book N-17, Vol. 410 Page 136 insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BK 4 123 PG 1947

RETURN

BEING THE SAME PREMISES which Willia G. Everhardt and Mary H. Everhardt, his wife, by Indenture bearing date the 15th day of August, 1955, and recorded in the office for the recording of deeds in and for the County of Chester, West Chester, Pa. in Deed Book E28 page 362, — granted and conveyed unto F. Robert Dougherty and Rita Dougherty, his wife, in fee.

AND THE SAID F. Robert Dougherty departed this life on 2/1/87 whereby title to the premises vested in the said Rita Dougherty, absolutely, by virtue of law.

BEING PARCEL NUMBER: 39 2 38

This is transfer from mother to son and therefore not subject to transfer tax

And the said Grantor/s do/does hereby covenant to and with the said Grantee/s that she, the said Grantor/s for herself, her their and assigns SHALL AND WILL BY THESE PRESENTS, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee/s h&s heirs and assigns, against the said Grantor/s and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her them or any of them. IN WITNESS WHEREOF, the said Grantor/s has/have caused these presents to be duly executed, the day and year first above written.

Scaled and Delivered in the presence of:

*Juana Harris*

*Rita Dougherty* (Seal)  
Rita Dougherty

\_\_\_\_\_ (Seal)

Commonwealth of Pennsylvania: County of  
On this, the \_\_\_\_\_ day of

19 \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of a corporation, and that he/she as such

being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as

(CORPORATE)

Notary Public

Commonwealth of Pennsylvania: County of Montgomery

On this, the 11th day of December 19 96, before me, the undersigned officer, personally appeared Rita Dougherty

known to me (or satisfactorily proven) to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

(INDIVIDUAL)  
BK 4123 PG 1948

NOTARIAL SEAL  
TRICIA E. HARRIS, Notary Public  
Limerick Township, Montgomery County, PA  
My Commission Expires November 24, 1997

*Tricia E Harris*  
Notary Public

Application No. WR3783

Deed

Rita Dougherty  
to  
Brian J. Dougherty

The address of the Grantee is

4809 Horseshoe Pike  
Downington, Pa 19335

RECORDED in Deed Book \_\_\_\_\_ page \_\_\_\_\_  
GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds



SP  
3M

# MORTGAGE

THIS MORTGAGE is made this 29th day of August 1997 between the Mortgagor, Brian J. Dougherty, Sr. and Bonnie E. Dougherty (herein "Borrower"), and the Mortgagee, APEX FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the United States of America, whose address is P.O. BOX 3179, 540 Old Reading Pike, Pottstown, Pennsylvania 19464 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 19,000.00 which indebtedness is evidenced by Borrower's note dated August 29, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 15, 2007;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Chester, State of Pennsylvania:

See copy of legal description attached hereto as "Exhibit A" and made a part of hereof

BK 4234PG0185

which has the address of 4809 Horseshoe Pike, Downingtown, Pennsylvania 19335 (herein "Property Address");

[Street] [City]  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.



55275

DATE: 09/18/1997 TIME: 01:24P INST NO.: 55275

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	MTG
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

DATE: 09/18/1997 TIME: 01:24P INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	HOUSING
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.00

Robert L. Stauffer Esq  
Po Box 657  
Pottstown Pa 19464

BK 4234 PGO 190



This Indenture made this 28<sup>th</sup> day of January 19 97

Between BRIAN J. DOUGHERTY  
Bonnie E. Dougherty (hereinafter called the Grantor/s), of the one part and

BRIAN J. DOUGHERTY AND  
HUSBAND AND WIFE  
Bonnie E. Dougherty (hereinafter called the Grantee/s), of the other part,  
4809 Horseshoe Pike  
Downingtown, PA 19335

Witnesseth That in consideration of ONE DOLLAR (\$1.00)

Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor/s do/does hereby grant and convey unto the said  
Grantee/s, their heirs and assigns, as tenants by the entireties

ALL THOSE CERTAIN tracts of land, more particularly bounded and described as follows:

TRACT NO. 1. ALL THAT CERTAIN lot or tract of land situate on the north side of the  
Downingtown-Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a  
corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg  
Turnpike and along said Alan E. Sutton's line North eight degrees, twenty-six minutes East, four  
hundred thirty eight and five one-hundredths (438.05) feet to an iron pin, and thence by  
remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four  
minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set for a corner of land  
about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees  
twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an  
iron pin set for a corner of other land of the Grantors herein; thence by said Grantor's other land  
the next two courses and distance: (1) South eighty degrees, sixteen minutes West, one hundred  
and sixty one-hundredths (100.60) feet to an iron pin, and (2) South no degrees, twenty-one  
minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in  
the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two  
courses and distances: (1) North eighty-three degrees seventeen minutes West, thirty-five and  
twenty-five one hundredths (35.25) feet to a point, and (2) North eight-five degrees, four minutes  
West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and  
place of beginning.

TRACT NO. 2. ALL THAT CERTAIN message and lot or land, together with the premises  
thereon erected, situated on the north side of Horse Shoe Pike in the Township of Caln, County  
of Chester and State of Pennsylvania, bounded and described as follows:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of  
land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty-five one-  
hundredths feet (141.25) west from the corner of lands of the said Everett J. Hoopes and Edward  
Worth; thence by land of the said Everett J. Hoopes the next three courses and distance, to wit:  
North no degrees, twenty one minutes West, one hundred ninety-three and eighty-six one-  
hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the  
middle of said drive South eight degrees, sixteen minutes West, one hundred and six tenths feet to  
an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen  
one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence  
along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to  
the first mentioned spike and place of Beginning.

EXCEPTING AND RESERVING as particularly set forth in the deed from Abner Williams and  
wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27,  
1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, In Deed Book  
N-17, Vol. 410 Page 136 insofar as the said exception and reservation affect or pertain to the  
premises hereinabove described and hereby conveyed.

BK4161 PG 0507  
BK 4234 PG 186

BK 4234 PG 186

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

BK 4234 PG 0187



**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender

BK 4234 PG 0188

and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Handwritten signatures of two witnesses, likely Kathy Swartz.

Handwritten signatures of Brian J. Dougherty, Sr. and Bonnie E. Dougherty, with printed names and '-Borrower' labels.

I hereby certify that the precise address of the Lender (Mortgagee) is: P.O. BOX 3179, 540 Old Reading Pike, Pottstown, Pennsylvania, 19464. On behalf of the Lender. By: Mary D. Faithful Title: Loan Officer

COMMONWEALTH OF PENNSYLVANIA, Montgomery County ss:

On this, the 29th day of August, 1997, before me, Mary D. Faithful, the undersigned officer, personally appeared Brian J. Dougherty, Sr. and Bonnie E. Dougherty, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Handwritten signature of Mary D. Faithful and printed title 'Title of Officer'.

Notarial Seal: Mary D. Faithful, Notary Public, West Pottsgrove Twp., Montgomery County, My Commission Expires March 28, 2000, Member, Pennsylvania Association of Notaries

BK 4234 PGO 189

(Space Below This Line Reserved For Lender and Recorder)





55275

DATE: 09/18/1997 TIME: 01:24P INST NO.: 55275

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	MTG
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

DATE: 09/18/1997 TIME: 01:24P INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	HOUSING
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.00

Robert L. Stauffer Esq  
Po Box 657  
Pottstown Pa 19464

BK4234PG0190

28  
22  
12/1

**This Indenture** made this 11th day of December 19 96

**Between** Rita Dougherty

(hereinafter called the Grantor/s), of the one part and

Brian J. Dougherty

(hereinafter called the Grantee/s), of the other part,

**Witnesseth** That in consideration of ONE DOLLAR (\$1.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor/s do/does hereby grant and convey unto the said Grantee/s, his heirs and assigns,

ALL THOSE CERTAIN tracts of land, more particularly bounded and described as follows:

TRACT NO. 1. ALL THAT CERTAIN lot or tract of land situate on the north side of the Downingtown-Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan E. Sutton's line North eight degrees, twenty-six minutes East, four hundred thirty eight and five one-hundredths (438.05) feet to an iron pin, and thence by remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set for a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an iron pin set for a corner of other land of the Grantors herein; thence by said Grantor's other land the next two courses and distance: (1) South eighty degrees, sixteen minutes West, one hundred and sixty one-hundredths (100.60) feet to an iron pin, and (2) South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two courses and distances: (1) North eighty-three degrees seventeen minutes West, thirty-five and twenty-five one hundredths (35.25) feet to a point, and (2) North eight-five degrees, four minutes West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and place of beginning.

TRACT NO. 2. ALL THAT CERTAIN message and lot or land, together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Caln, County of Chester and State of Pennsylvania, bounded and described as follows:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty-five one-hundredths feet (141.25) west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distance, to wit: North no degrees, twenty one minutes West, one hundred ninety-three and eighty-six one-hundredths feet to a iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eight degrees, sixteen minutes West, one hundred and six tenths feet to an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to the first mentioned spike and place of Beginning.

EXCEPTING AND RESERVING as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, In Deed Book N-17, Vol. 410 Page 136 insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BK 4 123 PG 1947

RETURN



BEING THE SAME PREMISES which Willia G. Everhardt and Mary H. Everhardt, his wife, by Indenture bearing date the 15th day of August, 1955, and recorded in the office for the recording of deeds in and for the County of Chester, West Chester, Pa. in Deed Book E28 page 362, — granted and conveyed unto F. Robert Dougherty and Rita Dougherty, his wife, in fee.

AND THE SAID F. Robert Dougherty departed this life on 2/1/87 whereby title to the premises vested in the said Rita Dougherty, absolutely, by virtue of law.

BEING PARCEL NUMBER: 39 2 38

This is transfer from mother to son and therefore not subject to transfer tax

And the said Grantor/s do/does hereby covenant to and with the said Grantee/s that she, the said Grantor/s for herself, her their and assigns SHALL AND WILL BY THESE PRESENTS, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee/s h's heirs and assigns, against the said Grantor/s and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her them or any of them. IN WITNESS WHEREOF, the said Grantor/s has/have caused these presents to be duly executed, the day and year first above written.

Sealed and Delivered in the presence of:

*Tricia E Harris*

*Rita Dougherty* (Seal)  
Rita Dougherty

\_\_\_\_\_ (Seal)

Commonwealth of Pennsylvania: County of \_\_\_\_\_  
On this, the \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_

(CORPORATE)

Notary Public

Commonwealth of Pennsylvania: County of Montgomery

On this, the 11th day of December 19 96, before me, the undersigned officer, personally appeared Rita Dougherty

known to me (or satisfactorily proven) to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

(INDIVIDUAL)  
BK L 123 PG 1948

*Tricia E Harris*  
Notary Public

NOTARIAL SEAL  
TRICIA E. HARRIS, Notary Public  
Limerick Township, Montgomery County, PA  
My Commission Expires November 24, 1997

Application No. WR3783

Beed

Rita Dougherty

to

Brian J. Dougherty

The address of the Grantee is

*4809 Horseshoe Pike  
Downington, Pa 19335*

RECORDED in Deed Book \_\_\_\_\_ page \_\_\_\_\_  
GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds

SP  
34

# MORTGAGE

THIS MORTGAGE is made this 29th day of August 1997, between the Mortgagor, Brian J. Dougherty, Sr. and Bonnie E. Dougherty, (herein "Borrower"), and the Mortgagee, APEX FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the United States of America, whose address is P.O. BOX 3179, 540 Old Reading Pike, Pottstown, Pennsylvania 19464 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 19,000.00 which indebtedness is evidenced by Borrower's note dated August 29, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 15, 2007;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Chester State of Pennsylvania:

See copy of legal description attached hereto as "Exhibit A" and made a part of hereof

BK 4234 PGO 185

which has the address of 4809 Horseshoe Pike Downingtown Pennsylvania 19335 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.



This Indenture made this 28<sup>th</sup> day of January 1997

Between BRIAN J. DOUGHERTY and Bonnie E. Dougherty (hereinafter called the Grantor/s), of the one part and

BRIAN J. DOUGHERTY AND HUSBAND AND WIFE Bonnie E. Dougherty (hereinafter called the Grantee/s), of the other part, 4809 Horseshoe Pike Downingtown, PA 19335

Witnesseth That in consideration of ONE DOLLAR (\$1.00)

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor/s do/does hereby grant and convey unto the said Grantee/s, their heirs and assigns, as tenants by the entireties

ALL THOSE CERTAIN tracts of land, more particularly bounded and described as follows:

TRACT NO. 1. ALL THAT CERTAIN lot or tract of land situate on the north side of the Downingtown-Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at an iron pin near the south side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan E. Sutton's line North eight degrees, twenty-six minutes East, four hundred thirty eight and five one-hundredths (438.05) feet to an iron pin, and thence by remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set for a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an iron pin set for a corner of other land of the Grantors herein; thence by said Grantor's other land the next two courses and distance: (1) South eighty degrees, sixteen minutes West, one hundred and sixty one-hundredths (100.60) feet to an iron pin, and (2) South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in the before mentioned Downingtown and Harrisburg Turnpike; thence along the same the next two courses and distances: (1) North eighty-three degrees seventeen minutes West, thirty-five and twenty-five one hundredths (35.25) feet to a point, and (2) North eight-five degrees, four minutes West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and place of beginning.

TRACT NO. 2. ALL THAT CERTAIN message and lot or land, together with the premises thereon erected, situated on the north side of Horse Shoe Pike in the Township of Caln, County of Chester and State of Pennsylvania, bounded and described as follows:

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of one hundred forty one and twenty-five one-hundredths feet (141.25) west from the corner of lands of the said Everett J. Hoopes and Edward Worth; thence by land of the said Everett J. Hoopes the next three courses and distance, to wit: North no degrees, twenty one minutes West, one hundred ninety-three and eighty-six one-hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eight degrees, sixteen minutes West, one hundred and six tenths feet to an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to the first mentioned spike and place of Beginning.

EXCEPTING AND RESERVING as particularly set forth in the deed from Abner Williams and wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, In Deed Book N-17, Vol. 410 Page 136 insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

BK4161 PG 0507  
Bk 4161 PG 0507

BK 4234 PGO 186

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

BK 4 234 PG 0 187



**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder; or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender

BK 4234 PGO 188

and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Handwritten signatures of two witnesses, both appearing to be Kathy Swartz.

Handwritten signatures of Brian J. Dougherty, Sr. and Bonnie E. Dougherty, with printed names and '-Borrower' labels.

I hereby certify that the precise address of the Lender (Mortgagee) is: P.O. BOX 3179, 540 Old Reading Pike, Pottstown, Pennsylvania 19464. On behalf of the Lender. By: Mary D. Faithful Title: Loan Officer

COMMONWEALTH OF PENNSYLVANIA, Montgomery County ss:

On this, the 29th day of August, 1997, before me, Mary D. Faithful, the undersigned officer, personally appeared Brian J. Dougherty, Sr. and Bonnie E. Dougherty, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

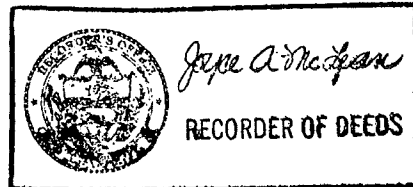
Handwritten signature of Mary D. Faithful and the printed text 'Title of Officer'.



BK 4234 PG 0189

(Space Below This Line Reserved For Lender and Recorder)





55275

DATE: 09/18/1997 TIME: 01:24P INST NO.: 55275

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	MTG
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

DATE: 09/18/1997 TIME: 01:24P INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 026234	TYPE DOC :	HOUSING
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.00

Robert L. Stauffer Esq

Po Box 657

Pottstown Pa 19464

BK 4234 PGO 190



*Thomas Farrell*  
RECORDER OF DEEDS

Sheriff's Deed No. 749 c/s

Printed for and Sold by John C. Clark, Co., 1326 Walnut St., Phil.

# Know all Men by these Presents

THAT, I, Carolyn B. Welsh, Sheriff of the County of Chester,

in the Commonwealth of Pennsylvania, for and in consideration of the sum of  
Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)

dollars, to me in hand paid, **do** hereby grant and convey to

Central Penn Property Services, Inc.

## TRACT NO. 1

ALL THAT CERTAIN lot or tract of land situate on the North side of the Downingtown Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at a spike in the middle of the Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of One Hundred forty-one and twenty-five one-hundredths feet (141.25) West from the corner of lands of the said Everett J. Hoopes and Edward Warth; thence by land of the said Everett J. Hoopes the next three courses and distances, to wit: North no degrees, twenty-one minutes West, one hundred ninety-three and eighty-six one-hundredths feet to an iron pin in the middle of a thirty feet wide proposed drive; thence along the middle of said drive South eight degrees, sixteen minutes West, one hundred and six tenths feet to an iron pin; thence South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South eighty-three degrees, seventeen minutes East, one hundred feet to the first mentioned spike and place of beginning.

EXCEPTING AND RESERVING as partly set forth in the Deed from Abner Williams wife to Everett J. Hoopes and wife, former owners of the said premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County, in Deed Book N-17, Vol. 410, page 136, insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

This Document Recorded  
11/22/2002 State RTT 1,767.13  
01:25PM Local RTT 1,767.13  
Doc Code: SHD Chester County Recorder of Deeds Office

DocId: 10154433  
Receipt #: 722511  
Rec Fee: 50.00



NCBLE REAL ESTATE

11/22/2002 01:25P

10154433  
Page 1 of 1  
B-5468 P-1863



TRACT NO. 2

ALL THAT CERTAIN messuage and lot of land, together with the premises thereon erected, on the North side of Horseshoe Pike in the Township of Caln, County of Chester, and State of Pennsylvania.

BEGINNING at an iron pin near the South side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Alan E. Sutton's line North eight degrees, twenty-six minutes East, four hundred thirty eight and five one-hundredths (438.05) feet to an iron pin; and thence by remaining land of Eugene A. Pollock, of which this is a part, North eighty-one degrees, thirty-four minutes East, eighty and twelve one-hundredths (80.12) feet to an iron pin set forth a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South no degrees, twenty-one minutes East, two hundred sixty-eight and five one-hundredths (268.05) feet to an iron pin set for a corner of others land of Brian J. and Bonnie E. Dougherty; thence by said Dougherty's other land the next two courses and distances: (1) South eighty degrees, sixteen minutes West, one hundred and sixty one-hundredths (100.60) feet to an iron pin, and (2) South no degrees, twenty-one minutes East, one hundred sixty-five and sixteen one-hundredths (165.16) feet to an iron pin in the before mentioned Downingtown - Harrisburg Turnpike; thence along the same the next two courses and distances: (1) North eighty-three degrees seventeen minutes West, thirty-five and twenty-five one hundredths (35.25) feet to a point, and (2) North eighty-five degrees, four minutes West, twelve and three one-hundredths (12.03) feet to an iron pin, the first mentioned point and place of beginning.

TAX PARCEL #32-2-38 39-2-38 ✓

Being known as the premises of 4809 Horseshoe Pike, Downingtown, PA 19335

Residential Property



MOBLE REAL ESTATE

11/22/2002 01:25P

10154433

Page 2 of 5

B-5468 P-1863

the same having been sold by me to the said grantee, on the 20<sup>th</sup> day of  
September Anno Domini two thousand and two after due  
advertisement, according to the law, order and by virtue of a writ of execution  
issued—Decree entered\* on the 30<sup>th</sup> day of May Anno Domini  
two thousand and two out of the Court of Common Pleas,  
Chester County, Pennsylvania as of Term, two thousand and  
two  
Number 02197 at the suit of

BANK OF NEW YORK AS TRUSTEE

VS.

BRIAN J. DOUGHERTY AND BONNIE E. DOUGHERTY

In witness whereof, I have hereunto affixed my signature, this 17<sup>th</sup>  
day of November Anno Domini two thousand and two.

SEALED AND DELIVERED  
IN THE PRESENCE OF

*Donna D. Murphy*

*Carolyn B. Welsh*  
Carolyn B. Welsh,

Sheriff

\*Eliminate which not applicable



10154433

Page 3 of 7

B-5468 P-1863

MOBILE REAL ESTATE

11-22-2002 01:25P



Threat Land Transfer Company  
431 West Lancaster Avenue  
Devon Pa 19340-1200



# DEED

This Indenture Made this 28<sup>th</sup> day of May, 2003

Between **Central Penn Property Services, Inc**

(hereinafter called the Grantor)

**Nathan L. Enmenger and Deborah H. Enmenger**

(hereinafter called the Grantees)

**Witnesseth** That the said Grantor for and in consideration of the sum of Two Hundred Twenty Five Thousand (\$225,000.00) Dollars lawful money of the United States of America unto them well and truly paid by the said Grantees at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entirety,

SEE EXHIBIT A

**Together** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor as well at law as in equity, of in, and to the same.

**To have and to hold** the said lot or piece of ground above described with the improvements, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

**And** the said Grantor does by these presents covenant, grant and agree to and with the said Grantees, their heirs and assigns that the said Grantor, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantees, their heirs and assigns, against the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under them or any of them, shall and will **SPECIALLY WARRANT** and forever **DEFEND**.

(SPECIAL WARRANTY)

OR

This Document Recorded  
06/13/2003 09:15AM  
Doc Code: DEE  
Chester County, Recorder of Deeds Office

Doc ID: D000033  
Rec'd on: 6/11/2003  
New Fee: \$48.00



TR00012

REC'D 06/13/2003

06/13/2003 09:15AM

FILE NUMBER: PH048420DC

Trident Land Transfer Company  
431 West Lancaster Avenue  
Devon, Pa. 19333-1509

(TRUSTEES'  
WARRANTY)

AND the said Grantor does covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that the said Grantor has/have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

TRACT NO. 1

ALL THAT CERTAIN lot or tract of land, Situate on the North side of the Downingtown-Harrisburg Turnpike in Caln Township, Chester County, Pennsylvania.

BEGINNING at a spike in the middle of Downingtown and Harrisburg Pike at a corner of land now or late of Everett J. Hoopes at a distance of 141.25 feet West from the corner of lands of the said Everett J. Hoopes and Edward Warth; thence by land of the said Everett J. Hoopes the next three courses and distances to wit: North 0 degrees 21 minutes West 193.86 feet to an iron pin in the middle of a 30 feet wide proposed drive; thence along the middle of said drive South 8 degrees 16 minutes West 100.8 feet to an iron pin; thence South 0 degrees 21 minutes East 165.16 feet to a spike in the middle of the Downingtown and Harrisburg Pike; thence along the middle thereof South 83 degrees 17 minutes East, 100 feet to the first mentioned spike and place of beginning.

EXCEPTING AND RESERVING as partly set forth in the Deed from Abner Williams wife to Everett J. Hoopes and wife, former owners of the said Premises, dated September 27, 1927, and duly recorded in the Office of the Recorder of Deeds of Chester County in Deed Book N-17, Vol. 410, page 136, insofar as the said exception and reservation affect or pertain to the premises hereinabove described and hereby conveyed.

TRACT NO. 2

ALL THAT CERTAIN messuage and lot of land, together with the premises thereon erected, on the North side of Horseshow Pike in the Township of Caln, County of Chester and State of Pennsylvania.

BEGINNING at an iron pin near the South side of the Downingtown-Harrisburg Turnpike at a corner of land now or late of Alan E. Sutton; thence leaving the Downingtown-Harrisburg Turnpike and along said Allen E. Sutton's line North 8 degrees 26 minutes East, 438.5 feet to an iron pin; and thence by remaining land of Eugene A. Pollock, of which this is a part, North 81 degrees 34 minutes East, 80.12 feet to an iron pin set forth a corner of land about to be conveyed to Frank A. Lenhardt; thence by said Lenhardt's new line South 0 degrees 21 minutes East 268.5 feet to an iron pin set for a corner of others land of Brian J. and Bonnie E. Dougherty; thence by said Dougherty's other land the next two following courses and distances, (1) South 80 degrees 16 minutes West, 100.60 feet to an iron pin; and (2) South 0 degrees 21 minutes East 165.16 feet to an iron pin in the before mentioned Downingtown-Harrisburg Turnpike; thence along the same the next two courses and distances, (1) North 83 degrees 17 minutes West 35.25 feet to a point, and (2) North 85 degrees 4 minutes West, 12.03 feet to an iron pin, the first mentioned point and place of beginning.

BEING known as the premises of 4809 Horseshoe Pike, Downingtown, PA 19335.

Being UPI #39-2-38.

Being the same premises which Carolyn B. Welsh, Sheriff of Chester County by Deed dated 11-22-2002 and recorded 11-22-2002 in Chester County in Record Book 5468 Page 1863 conveyed unto Central Penn Property Services, Inc. in fee



TRIDENT/CLT

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