

INDENTURE OF AGREEMENT made and entered into this *Seventeenth* Day of *June* in the year of our Lord One Thousand Eight Hundred and *Two* by and between *John & Samuel McCoy* of *Cric* County, and State of Pennsylvania, and of *Joseph Henry* County, and State of ~~Pennsylvania~~, of the First Part, and *Joseph Henry* County, and State of ~~Pennsylvania~~, of the Second Part;

WITNESSETH: that the said parties, for, and in consideration of the Covenants and agreements hereafter and by these Presents mentioned, reserved, and contained: WHEREAS the parties being desirous of becoming actual Settlers agreeable to the different Sections of a Law passed April 3d, 1792; for the Settlement of Lands laying North and West of the Rivers Ohio and Allegany, and Canawango Creek, within the jurisdiction of the Commonwealth of Pennsylvania; HATH mutually agreed to, and with each other, considering the Law requires an Actual Settlement of Five Years, that the said *John & Samuel McCoy* will pay the Purchase Money and Surveying Fees that is by law required to procure a Patent for FOUR HUNDRED ACRES, Provided that the said *Joseph Henry* doth make, or cause to be made, an Actual Settlement on a certain tract of Four Hundred Acres, laying and being in *Cric* Township, and County of *Cric* near the waters of *Walnut Creek*

*John & Samuel McCoy* settled by *Rolls* (lusting on the East side of the West Side of the North East One Hundred & twenty acres said *John & Samuel McCoy* is to stand all rights brought by *Company* for the title of said *Land*)

adjoining lands of *Rolls* (lusting on the East side of the West Side of the North East One Hundred & twenty acres said *John & Samuel McCoy* is to stand all rights brought by *Company* for the title of said *Land*) by Clearing, Fencing, and Cultivating at least Two Acres for every hundred acres contained in one Survey, erecting thereon a Messuage, for the habitation of Man, and Rearing, or causing a Family to Reside thereon for the space of Five Years, next following his first settlement of the same, agreeable in every respect to the restrictions that is by said described law required— The law requiring the Patents to be granted in the name of the Person who makes the Actual Settlement; It is understood by the Parties, that, upon the fulfillment of each of their parts agreeable to the Law for the procuring of said lands by improvements; that the said *Joseph Henry* upon receiving a Patent for *Four* hundred acres of the within or above described Tracts or Parcels of Land, is by these Presents firmly bound, to Make, Execute, and Confirm, unto the said *John & Samuel McCoy* their Heirs or Assigns their Heirs respectively, a Complete and Sufficient Warranty Deed from him his heirs respectively, and in case the said *Joseph Henry* should by the order of Providence be called off the stage of this life before the completion of this agreement, then in that case, his heir or heirs are to comply fully as though the Parties were still living, unless deprived as is described by the law in the case made and provided; But if the improver by his or her neglect, during the space of time herein mentioned, should not comply fully with the law, then in that case it is left in the power of the said *John & Samuel McCoy* to take Possession of said Improvement and dispose of it agreeable to their own will, as fully as if it had never been occupied by the said *Joseph Henry* or his heirs respectively; Also the said *Joseph Henry* his heirs respectively, is at the expiration of the said term, to yield up peaceable and quiet possession of the *220* hundred acres, agreeable to the above agreement, unto the said *John & Samuel McCoy* their Heirs or Assigns all and singular the demised Premises belonging to their part, with the appurtenances, without the lawful Suit, Trouble, Molestation, Eviction, Expulsion or Interruption, of, or by him, the said *Joseph Henry* his Heirs, Assigns, or Executors, or of, or by any other Person or Persons, whomsoever, lawfully claiming, or to claim by, or from, or under him or them, or any of them; and the said *John & Samuel McCoy* for themselves, their Heirs, Executors, and Administrators, doth Covenant and Agree, to, and with the said *Joseph Henry* his Heirs, Executors, Administrators, and Assigns, that they will well and truly pay the money required by law to obtain a Patent for Four Hundred acres, in manner and form as above expressed, and limited for payment thereof according to the true intent and meaning of these Presents; and the said *Joseph Henry* doth for himself, his Heirs, and Assigns, respectively Covenant and Agree, with the said *John & Samuel McCoy* their Heirs or Assigns that he will well and truly comply and fulfill the Covenants and Agreements herein described, and that him and his heirs are by these Presents firmly bound in the penal sum of *One Thousand Dollars* lawful money of the State aforesaid. IN WITNESS whereof, the Parties to these Presents hath Interchangeably Set and Subscribed their hands and Seals, the Day and Year first above written.

WITNESS PRESENT.

*John Robinson*  
*Margaret Robinson*

*Joseph Henry* (SEAL.)  
*John & Samuel McCoy* (SEAL.)

No 21

Indenture of agreement

J. W. & Saml. Milroy

&

Genl. Henry

Gov. Tenn.

MAY NOT BE REPRODUCED  
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