

or Hereditaments, subject to the Payment of such Quit-Rents, Ground-Rents, Rent-Charge, or other Annual Payments, they shall duly consider, and, according to the best of their Skill, find out the clear Value of such Messuages, not reckoning on the Rents thereof, at more than Twelve, nor less than Eight Years Purchase; and shall let out upon Loan to the Mortgager, One Third Part of the Value aforesaid, in Bills of Credit, at the Interest of Four *per Cent. per Annum*; and One Half the Value of Lands, Tenements, or Hereditaments; and for such Term as shall be agreed on, not exceeding Seven Years. And that the Person offering any of the said Messuages, Lands, Tenements, or Hereditaments, to mortgage for any of the said Bills, shall, at or before the Time of executing the Deed of Mortgage, declare upon Oath, or solemn Affirmation, in the usual Form, if the Party be a Quaker, (which the Commissioners or Trustees, or any of them, are and is hereby impowered and required to administer) that he or she is really seised of the Premises in his or her own Right, and to his or her own Use; and that the same were not conveyed to him or her in Trust, for the Use of any other Person, nor with Intent to raise any Sum or Sums of Money upon the same, by way of Loan, or otherwise, for the Use of any other Person or Persons whatsoever; and that the Messuages, Lands, Tenements, and Hereditaments, mentioned in the Deed by him or her to be executed, are free and clear from any former or other Gift, Grant, Mortgage, or other Incumbrance, to his or her Knowledge, (excepting the Lord Proprietary's Quit-Rents, or other Charges appearing in his or her Deeds then produced,) which Oath or Affirmation shall be indorsed on the Back of the Mortgage, with the Day and Year of the Caption thereof; for which, the Clerk shall receive Six Pence, and no more.

*AND be it Enacted*, That any Person, knowingly swearing or affirming falsely, and being thereof convict by due Course of Law, shall suffer, as in Case of corrupt and wilful Perjury. And for securing the Payment of the Sums or Values to be lent, as directed by this Act, the said Commissioners or Trustees, or any Two of them, shall, in Pursuance of the Trust reposed in them, and as Commissioners or Trustees as aforesaid, and not otherwise, take and receive Deeds of Mortgage in Fee Simple, or sufficient Personal Security, for what they lend; which being executed and acknowledged, or proved and delivered, as herein after directed, shall transfer the Possession of the Messuages, Lands, Tenements, or Hereditaments thereby granted to the said Commissioners or Trustees; and vest the Inheritance thereof in them, and their Successors, for the Uses and Purposes aforesaid, as fully and effectually as Deeds of Feoffment with Livery and Seisin, or Deeds enrolled in any of the King's Courts at *Westminster*, may or can do in *England*; in all which Deeds, the Words grant, bargain, and sell, shall amount to, and be construed and adjudged in all Courts of Judicature, to be express Covenants to the said Commissioners or Trustees, their Successors and Assigns, from the Bargainer or Mortgager, for himself, his Heirs, Executors, and Administrators, that the Mortgager, notwithstanding any Act done by him or her, was, at the Time of the Execution of such Deed, seised of the Messuages, Lands, Tenements, or Hereditaments, and Premises thereby granted, of an indefeasible Estate in Fee Simple, free from all Incumbrances (Rents due to the Lord Proprietary, with the other Rents and Reservation contained in their respective Deeds, only excepted,) and for quiet Enjoyment thereof, against the Mortgager, his or her Heirs and Assigns, and all claiming