

Term of two Years shall Plant at least one Hundred good Apple trees at
 least thirty feet distant from each other and keep the same well pruned
 and with good Fences and if any of the Apple Trees should die the
 said Daniel Johnson his Heirs or Assigns shall the next year after the
 Death of such Tree plant others in their Room and after the said two years
 are expired the said Daniel Johnson his Heirs or Assigns shall **yielding**
 and paying Yearly and every Year during the continuance of the Service
 one or before the first day of May the Rent or sum of Forty Shillings current
 Money of Virginia for every Hundred Acres and in proportion for greater or
 less Quantity provided that no Subtenant shall be admitted by the said Daniel
 Johnson his Heirs or Assigns on the said Tenement and at the Expiration
 or sooner Determination of this Service the said Daniel Johnson his Heirs
 or Assigns shall Deliver the Deacons Brethren and Fences in good and ready
 Repair and if any Subtenant shall be admitted by the said Daniel Johnson
 his Heirs or Assigns shall forfeit and pay unto the said Thomas Lord Fairfax
 his Heirs or Assigns the sum of Forty Shillings current Money and above
 the Revised Yearly Rent during such Tenants abode on the said Premises
 and the Tenant in Possession shall not make any Waste or spoil of the wood
 Trees or Timber to the said Tenement belong and if the said Daniel
 Johnson his Heirs or Assigns shall neglect or fail in the performance of any of the
 stipulated Covenants and agreements and so continue for the space
 of one whole Year he or they so neglecting or failing shall forfeit and pay unto the
 said Thomas Lord Fairfax his Heirs or Assigns the sum of five pounds current Money
 and if it shall happen that all or any Part of the Revised Yearly Rent herein
 Reserved shall be unpaid by the space of Ninety Days after the same ought
 to be paid in any Year during the continuance of this Service all the
 same be not Demanded and notwithstanding Distress can be taken on the Premises
 whereby to Levy the same that then and from thenceforth it shall and may
 be lawful for the said Thomas Lord Fairfax his Heirs or Assigns to enter
 into the Demised Premises wholly to Possess and the same to have again
 Possess and enjoy as if this Present Service had never been made
 any thing herein contained to the contrary notwithstanding and the said
 Thomas Lord Fairfax for himself his Heirs or Assigns doth Covenant
 promise and grant to and with the said Daniel Johnson his Heirs or
 Assigns by these presents that it shall and may be lawful for
 him the said Daniel Johnson his Heirs or Assigns for and under the Rents and
 Covenants and agreements herein before mentioned to have hold occupy possess
 and enjoy the said Premises with the Appurtenances (except as before excepted)
 without the Lawful Let just Trouble Interruption or Delay of any Person or Persons
 whatsoever Lawfully claiming or to claim by from under him them or
 any of them **Witness** whereof the Parties above mentioned have Interchange-
 ably set their Names and Seals the Day and Year first above Written
 Daniel Johnson (Ls)

Sealed & Delivered in presence of us

At a Court held for Frederick County the 6th Day of August 1765
 This Indenture was acknowledged by Daniel Johnson Party thereto and ordered
 to be Recorded

By the Court
 In Testis (Ls)

This Indenture made in the fifth Year of the Reign of our Sovereign
 Lord George the Third and in the Year of our said Lord One Thousand Seven Hundred
 And Sixty five between John Bumgarner of Frederick County and County
 of Maryland of the one Part and John County of the County of Frederick of the other Part Witness
 that the said John Bumgarner for and in consideration of the sum of five
 Shillings current Money of Virginia to him in hand paid by the said John County
 the Receipt whereof he doth acknowledge hath Bargained and sold and by these
 Presents doth Bargain and sell unto the said John County a Piece or Parcel of Land containing
 two Hundred and Seventy Acres (more or less) situate lying and being in Frederick County
 by Patent granted unto John Bumgarner bearing Date from the Register Office the
 second Day of July one Thousand Seven Hundred and Sixty one and is bounded as followeth
 Beginning at three Red Oaks on the West side of the Parish line in a line of land
 formerly granted to John Landrum and Amstern with a line of White Oaks
 South thirty poles thence N 80° W twenty poles to a white Oak thence S 60° W two
 Hundred and Seventy six poles to two pines thence N 21° W one Hundred and forty poles to a
 Red Oak and white Oak thence N 60° E three Hundred and forty poles to two pines in
 Loudoun County line thence with the said Loudoun County line S 70° E thirty eight poles
 a pine thence S 45° W thirty two poles a pine thence South fifty four poles to three
 white Oaks thence S 60° E twenty poles to the Beginning and the Reservation
 and Reservations Remainder and Remainders together with all the Rents and
 Profits of the Premises and of every Part and Parcel thereof **TO HAVE** and to hold the same
 two Hundred and Seventy Acres of Land (more or less) unto and singular the Premises
 herein mentioned and intended to be lawfully Bargained and sold with their and every
 of their Appurtenances unto the said John County his Executors and Administrators or
 Assigns from the Day before the Date hereof for and during the Term (one whole Year from
 thence next ensuing and fully to be completed and ended **yielding** and paying in
 therefore the Yearly Rent of one Pepper Corn at the feast of Saint Michael the Arch-
 Angel if the same be Lawfully Demanded to the Intent that by Virtue of these
 Presents and of the Statute for Transferring uses into possession the said John County
 may be in actual Possession of the Premises and be enabled to accept a Grant of the
 Reservation and Continuance thereof to him and his Heirs in full and perfect Right
 the said John Bumgarner hath hereunto set his Hand and Affixed his Seal the Day
 and Year first above Written

In Testis (Ls) in presence of
 John Hite Jacob Vintus Torguebron

Johannes Bumgarner (Ls)

At a Court held for Frederick County the 6th Day of August 1765
 This Indenture was acknowledged by John Bumgarner Party thereto and

Ordered to be Recorded

By the Court
In Writing

Bumgarner
to Release
County

This Indenture made the fifth year of our Sovereign Lord George third and in the Year of our Lord Christ one Thousand seven Hundred and Sixty five between John Bumgarner of Frederick County and Colony of Virginia of the one part and John Counts of the County and Colony of the other part Witnesseth that the said John Bumgarner for and in consideration of the sum of Twenty Pounds Lawful Money to him in hand paid at or before the sealing and Delivery of these presents the Receipt whereof the said John Bumgarner doth hereby acknowledge receipt and discharge the said John Counts his Heirs Executors Administrators and assigns of them by these presents have given granted alienated release and confirmed and by these presents do give grant alien release and confirm unto the said John Counts and to his Heirs and assigns two Hundred and Seventy Acres of Land more or less just and lying and being in Frederick County by Patent granted unto John Bumgarner of Frederick County bearing Date from the Proprietors Office July the second One Thousand seven Hundred and Sixty one and is bounded as followeth beginning at three Red Oaks on the West side of the Pawnee hill in a line of Patent formerly granted to John Landrum and Run thence with a line of Marked trees South thirty pole thence N^o 80^o W^o twenty pole to a white Oak thence S^o 60^o W^o two Hundred and Twenty pole to two pines thence N^o 80^o W^o one Hundred and forty pole to a Red Oak thence N^o 60^o E^o three Hundred and forty pole to two pines in Landrums line then with the said Landrums S^o 80^o E^o pole to a pine thence S^o 80^o W^o thirty two pole to a pine thence South fifty four pole to three white Oaks thence S^o 60^o E^o twenty pole to the Beginning the said two Hundred and Seventy Acres of Land together with all and singular the houses Buildings Orchards Gardens Pastures Commons Woods Woodlands Water Water courses Mines Minerals Profits Commodities Accidents and Appurtenances whatsoever to the same belonging or in anywise appertaining or then with all used occupied or enjoyed excepted reserved taken or known as part Parcel or member thereof all which said Premises are now in the actual possession of him the said John Counts by Virtue of an Indenture of Bargain and Sale to him then of made for the Term of one Year bearing Date the Day before the Date the Day before the Date of these presents and made between the said John Bumgarner of the one part and the said John Counts of the other part and by Virtue of the Statute for transferring use into possession and all the Estate Right Title Interest Use Trust Property Claim and Demand whatsoever of him the said John Bumgarner in and to the Premises and every or any Part or Parcel thereof and the Reversion and Remainder Remainder and Remains yearly and other Rents and Profits of the Premises and of every Part and Parcel thereof together with all and singular Deeds and Evidence Writings Records Exemplifications of Records

Corrupts and Monuments whatsoever touching and concerning the said Premises only or only any Part or Parcel thereof to have and to hold the said two Hundred and Seventy Acres of Land (more or less) and all and singular the Premises therein before mentioned or intended to be here by granted alienated release and confirmed and every Part and Parcel thereof with their and every their Appurtenances unto the said John Counts his Heirs and assigns to the only proper use and behoof of him the said John Counts his Heirs and assigns and every of them by these presents in manner and form followen (viz) that he the said Bumgarner at the time of the sealing and Delivery of these presents is seized of and in the said Mortgage and all and singular the Premises in and by these presents granted Bargained and sold with all and every of their Rights members and Appurtenances of good pure perfect and Absolute Estate of Inheritance in Fee simple without any condition Provision or limitation of any use or uses Estate or Estates in or to any Person or Persons whatsoever to alter change or Defeat Determine or make Void the same and that the said John Bumgarner at the time of the sealing of these presents hath full power good Right and Lawfull Authority to grant Bargain Sell and convey all and singular the before hereby granted or mentioned to be granted Premises with their and every of their Appurtenances unto the said John Counts his Heirs and assigns in manner and form aforesaid and that the said John Counts his Heirs and assigns shall and may by Virtue of these Presents at all Times hereafter Lawfully peaceably and Quietly have hold use Occupy and Possess the said two Hundred and Seventy Acres of Land and all and singular the before granted Premises with their and every of their Rights Members and Appurtenances and have Receive and take the Rents Profits and Profits thereof to him and their own proper use and behoof for ever without any let suit or Trouble Denial Interruption eviction or disturbance of the said John Bumgarner his Heirs or assigns or from any Person or Persons whatsoever claiming by from or under him or by him or their ways means Acts or Consent Title Interest Property or procurement and that free and clear and fully and clear by Conveyance and Discharge or other wise from time to time well and sufficiently save and kept harmless from the said John Bumgarner his Heirs and assigns of and from all manner of other Gifts Grants Bargains Sales Leases Mortgages Incumbrances Dower Titles of Dower statutes Writs and of the Staple Recognizance Covenants Judgments Executions uses Entails Rents and Encumbrances of Rents for future fines Issues and Annuities and of and from all and singular other Titles and Incumbrances and Demands whatsoever here made committed suffered omitted or done by the said John Bumgarner or his assigns or by any other Person or Persons whatsoever Lawfully claiming by from or under him them or any of them (the Rents and Services from time to time which shall become due or become payable to his Lord or Lords of the fee or fee of the Premises only excepted and excepted and further the said John Bumgarner for him only his Heirs Executors Admin^{rs} doth hereunto promise and agree to and with the said John Counts his Heirs and assigns that he the said John Bumgarner his Heirs &c shall and will at all Times during the space of seven years next ensuing the Date hereof at and

upon Reasonable Request of and at the Costs and Charges in the Law
of the said John County his Heirs and Assigns make do and Execute all and
every such further Lawfull and Reasonable Assurances and Conveyance
in the Law for the further assuring and conveying all and singular the above
Grant Premises and Appurtenances to the said John County his Heirs and
Assigns as by the said John County Council Learned in the Law shall be
Reasonable Advised or Required in Matters whereof the said John Burghamer
hath set his Hand and Affixed his Seal the Day and Year above Written
Johann Burghamer (Ls)

Signe Seal Visible in the Presence of
Johann Burghamer

At a Court held for Frederick County the 6th Day of August 1765
This Indenture was acknowledged by John Burghamer Party thereto and
Ordered to be Recorded

By the Court
J. H. H. (Ls)

Wood
to Release
Stover

This Indenture made in in the fifth Year of the Reign of our
Sovereign Lord George the Third and in the Year of our Lord One Thousand Seven
Hundred and Sixty five Between John Wood of Frederick County and
Colony of Virginia of the one Part and Daniel Stover of the County and Colony
of Maryland of the other Part Witnesseth that the said John Wood for and in
consideration of the sum of five Shillings current Money of Virginia to him
in hand paid by the said Daniel Stover the Receipt whereof he doth here by
Acknowledge hath Bargained and Sold and by these presents doth
Bargain and Sell unto the said Daniel Stover a piece or parcel of Land
containing three Hundred and Eighty five Acres (more or less) situate
lying and being on Pap Run in Frederick County by Patent granted unto
John Wood of Stafford County bearing Date from Proprietors Office the seventeenth
Day of November One Thousand Seven Hundred and fifty two and is
bounded as follows to wit Beginning at a Black Walnut and Red Oak stand-
ing on the west side of Pap Run corner to a Tract of Land formerly belonging
to John Wood and running thence with his line S⁸³ E one Hundred
and Twenty four poles to an Elm and two white Oaks in the said line
thence N²⁰ W three Hundred poles to two white Oaks and one Hickory
thence S⁷⁰ W two Hundred and thirty two poles to three white Oaks on the
East side of the said Pap Run thence S²⁰ E three Hundred poles to two large
Pines thence N⁷⁰ E fifty poles to one pine and one white Oak thence N²⁵ E
one Hundred and Twenty eight poles to the Beginning and the Reservation
and Reversion Remainder and Remainder together with all the Rents
and Profits of the Premises and of every part and Parcel thereof To
have and to hold the said three Hundred and Eighty five Acres of Land
(more or less) and all and singular the Premises here in mentioned and
intended to be hereby bargained and Sold with their and every of their

Appurtenances unto the said Daniel Stover his Executors Administrators
or Assigns from the day before the Date hereof for and During the Term of
one whole Year from thence next ensuing and fully to be completed
and ended Yielding and paying therefore the yearly Rent of one pepper
Corn at the Feast of Saint Michael the Arch Angel of the same bedafely
unto the Intent that by Virtue of these presents and of the Statute for
Transferring Lands into Possession the said Daniel Stover may be in Actual
Possession of the Premises and be enabled to accept a Grant of the Reversion
and Inheritance thereof to him and his Heirs forever in Witness whereof
the said John Wood hath here unto set his hand and Affixed his Seal the Day
and Year first above Written

his
John I Wood (Ls)
Wark
Mary her Load (Ls)
Wark

Signe Seal Visible in the Presence of
Johann Burghamer

At a Court held for Frederick County the 6th Day of August 1765
This Indenture was acknowledged by John Wood Party thereto and Ordered
to be Recorded

By the Court
J. H. H. (Ls)

Wood
to Release
Stover

This Indenture made the fifth Year of the Reign of our Sovereign Lord George the
Third and in the Year of our Lord One Thousand Seven Hundred and Sixty five Between
John Wood of Frederick County and Colony of Virginia and Daniel Stover of the
County and Colony of Maryland that the said John Wood for and in consideration of the sum
of fifty Pounds current Money to him in hand paid at or before the executing
and Delivery of these presents the Receipt whereof the said John Wood doth
Acknowledge Acquit and Discharge the said Daniel Stover his Heirs Executors
Admin and every of them by these presents have given granted alienated
Released and confirmed and by these presents do give grant alien release and
Confirm unto the said Daniel Stover and to his Heirs and Assigns three Hundred
and eighty five Acres of Land (more or less) situate lying and being on Pap Run
in Frederick County by Patent granted unto John Wood of Stafford County
bearing Date from the Proprietors Office the seventeenth Day of November
One Thousand Seven Hundred and fifty two and is bounded as follows to wit
beginning at a Black Walnut and Red Oak stand ing on the west side of Pap Run corner
to a Tract of Land formerly belonging to John Wood and running thence with
his line S⁸³ E one Hundred and Twenty four poles to an Elm and two white Oaks
in the said line thence N²⁰ W three Hundred poles to two white Oaks and one Hickory
thence S⁷⁰ W two Hundred and thirty two poles to three white Oaks on the East side
of the said Pap Run thence S²⁰ E three Hundred poles to two large Pines
thence N⁷⁰ E fifty poles to one pine and one white Oak thence N²⁵ E one