

This Indenture made this 1st day of Sept: in the year of our Lord one thousand seven hundred and ninety Between the Honorable Henry Astley Bennett Esquire of the Kingdom of Great Britain of the one part and Martin Echey of the County of Loudoun in the Commonwealth of Virginia of the other part; Whereas the said Henry Astley Bennett Esquire by his letter of Attorney bearing date the 15th of August 1790 did nominate certain Constitute and appoint Robert Sonnshond Hock and Charles Little Esquires of the County of Fairfax and State aforesaid his attorneys to take charge of all his business

The lands Negroes Stocks and every other Article Matter or thing to
 which he had or might have any Right Title or claim under the
 wills of the late John Colville of the County of Fairfax and common
 wealth disposed and the late Charles Earl of Tankerville of Great
 Britain and Empowering them or either of them to sell lease or otherwise
 dispose of his said Lands and Estate as they may judge best for his Interest
 and upon the selling Leasing or disposing of his Lands or other Estate
 or any part of them to make and execute and also to acknowledge in
 the name of him the said Henry Astley Bennett Esquire proper and
 sufficient Deeds Leases and Instruments of writing for such purposes
 as by the said Letter of Attorney duly proven and Recited in Fairfax
 County Court will fully appear and whereas Martin Echey has
 obtained an Award for a Lease of a certain Lot of Land to contain
 one hundred Acres promised to John Griffith for the Term of three Lives
 by John West Esq; Agent to the late Earl of Tankerville at the
 Annual rent of three pounds current Money per annum per
 hundred Acres Now this Indenture witnesseth that in compliance
 with the aforesaid Award and for and in Consideration of the sum and
 covenants herein after reserved and Express'd on the part of the said
 Martin Echey to be paid and performed the said Henry Astley Bennett
 Esquire hath demised sold and to farm let unto the said Martin Echey
 his Heirs Executors and Administrators one Negroe Fermenter lot
 of Land situate lying and being within the Tract Commonly called
 the Baltoctan Manor now in the Occupation of said Echey and bounded
 as follows viz beginning at a poplar the beginning of Thompsons Lott
 thence along his Line S^E 62^W 10^S 153 poles to a white Oak & Dogwood corner
 to said Thompsons Lott thence S^E 28^W 10^S poles to a red Oak & Hickory thence
 S^E 62^W 10^S poles to a birch on Baltoctan Creek thence down the meander of
 said Creek to the beginning containing 106 Acres - Acres together with
 all houses orchards Meadowes pastures ways woods Waters & water courses
 and all and singular the Liberties privileges & immunitments thereunto belonging or in

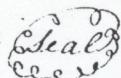
(5)

Anywise as pertaining Except as is hereafter excepted to have
To hold the said Messuage and Tenement of one hundred and six
Acres of Land with the appurtenances thereto belonging or in
any wise as pertaining all mines, quarries and minerals excepted
unto the said Martin Echey his heirs Executors and Administrators
for and during the natural lives of Mary Echey wife of said Martin
aged 45 years and John Stater aged 28 years the other expired aged no
years or the longest live of them, he the said Martin Echey his heirs
Executors and Administrators paying and yielding yearly every
year during the said Term unto the said Henry Astley Bennett Esquire
his certain attorney his heirs Executors Administrators or assigns
the sum of three pounds six shillings currunt Money of Virginia;
and if it shall so happen that the said yearly rent shall be unpaid
in any year by the space of twenty days either in front or the whole
next after the time the same ought to be paid and being lawfully demanded
and no sufficient discharge or upon the premises can or may be found
whereon the same may be levied that then and from thenceforth it shall
and may be lawfully and for the said Henry Astley Bennett Esquire
his certain Attorney his heirs Executors Administrators or assigns to
and upon the said demised premises with the Appurtenances or in any
part thereof in the name of the whole to enter and the same to have
again occupied and Enjoy as their former Right and Estate and the said
Martin Echey his heirs Executors and Administrators from out of the same
to utterly expel remove and pull anything herein contained to the
contrary notwithstanding; and the said Martin Echey for himself
his heirs Executors and Administrators doth covenant and agree to and
with the said Henry Astley Bennett Esquire that he or they shall at all
times hereafter keep up a dwelling House Twenty six feet by Twenty two
of Square Logs and also a barn or granary thirty six feet by Twenty four
and also an orchard containing one hundred good Apple Trees and one
hundred good peach Trees and Deliver the said Tenement with good fencing
and the said Improvements all in good order and repair at the Expiration
of the Term aforesaid the said Martin Echey doth for himself his heirs

(6) 4. Executors and Administrators several promise and agree to and with
the said Henry Astley Bennett that neither he nor they shall procure
suffer or permit any other person or persons whatever during the Term
aforesaid to occupy, let or enjoy any part of the Demised premises as
Subtenants for years or for life or at will and further that he they nor either
of them shall not commit waste nor suffer it to be done on the premises
during the aforesaid Term and the said Martin Echey for himself his heirs
Executors and Administrators shall not bargain sell Transfer or convey
the aforesaid demised premises or any part thereof to any person or persons
whatsoever without the Liberty and Consent of the said Henry Astley Bennett
Esquire his attorneyes heirs or assigns first had and Obtained in writing
and put to Record for that purpose; nor shall he or they work more than
three hands at any one time on the premises and if the said Martin Echey
his Heirs Executors or Administrators shall part on the premises any subtenant
or Transfer or sell the same to any person whatever then and in either case it
shall and may be lawful for the said Henry Astley Bennett Esquire his
attorney Heirs Executors or Administrators to enter and the same to hold
again as if this Indenture never had been made. In witness whereof the
said Robert Townshend Rose and Charles Little have hereunto set their
hands and affixed the seal of the said Henry Astley Bennett Esquire the
day and year first above mentioned

Sealed and delivered }
In presence of }

John Davis
George Muir
Simon Shover

Henry A. Bennett 

Exy. Se Jacob
Cardall

A Court continued and held for Loudoun County April 13rd 1790
This Lease was acknowledged to be the Act and Deed of the Honorable Henry
Astley Bennett Esquire by ^{Esquire} Charles Little one of the attorney in fact and
ordered to be Recorded

Teste Chas Birns Cur.