

This Indenture made this 11th day of April in the year of our Lord one ^{Bennett} ~~thousand~~ ^{thousand} seven hundred and ninety Between the Honorable Henry Astley ^{to Bennett}
Bennett Esquire of the Kingdom of Great Britain of the one part and
Martin Lecky 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 1708 did nominate, constitute
and appoint Robert Townshend Esquire and Charles Little Esquires of the
County of Fairfax and State aforesaid his Attornies to take charge of all things

(4)

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 Commonwealth aforesaid, 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 Bennet Esquire proper and Sufficient deeds Leases and Instruments of writing for such purposes as by the said Sellow 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 Spiffeth for the Term of three Lives by John West former 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 rent and Covenants herein after reserved and expressed on the part of the said Martin Echey to be paid and performed the said Henry Astley Bennet Esquire hath demised set and to farm let unto the said Martin Echey his heirs Executors and Administrators one Messuage Tenement or lot of Land Situate lying and being within the Tract Commonly called the Caloctan Manor now in the Occupation of said ^{Martin} Echey and bounded as follows viz beginning at a poplar the beginning of Thompsons Lott thence along his Line N 62 W 153 poles to a white Oak & Dogwood Corner to said Thompsons Lott thence S 28 W 104 poles to a red Oak & Hickory thence S 62 E 140 poles to a birch on Caloctan Creek thence down the meanders of said Creek to the beginning containing 106 Acres - Acres Together with all houses Orchards Meadows pastures ways woods Waters & water Courses and all and singular the Liberties profits & Emoluments thereunto belonging or in

(5)

any wise appertaining 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 appertaining all minus Duavies and Minerals Excepted
unto the said Martin Keye his heirs Executors and Administrators
for and during the natural Lives of Mary Keye wife of said Martin
aged 45 years and John Hater aged 20 years (the other Expires aged no
years) or the Longest lives of them he the said Martin Keye his heirs
Executors and Administrators paying and paying yearly every
year during the said Term unto the said Henry Ashley Bennell Esquire
his certain Attornies his heirs Executors Administrators or Assigns
the sum of three pounds six Shillings current 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 part or the whole
next after the time the same ought to be paid and being lawfully demanded
and no sufficient distress in or upon the premises can or may be found
whereon the same may be Levied that then and from thence forth shall
and may be Lawful to and for the said Henry Ashley Bennell Esquire
his certain Attornies 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 reenter and the same to have
again repossess and Enjoy as their former Right and Estate and the said
Martin Keye his heirs Executors and Administrators from out of the same
to utterly Expel remove and put any thing herein contained to the
Contrary notwithstanding; and the said Martin Keye for himself
his heirs Executors and Administrators doth covenant and agree to and
with the said Henry Ashley Bennell Esquire that he or they shall at all
Times hereafter keep up a dwellin 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 Keye doth for himself his heirs

(6)

Executors and Administrators covenant 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 till 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 Eeky 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 Attornies 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 Eeky
 his heirs Executors or Administrators shall put 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 reenter and the same to hold
 again as if this Indenture never had been made. In witness whereof the
 said Robert Townshend Kees and Charles Little have hereunto set the
 hand 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 Seal

Ex W. Jacob
 Curdall

The Court continued and held for Loudoun County April 13th 1790
 This Lease was Acknowledged to be the Act and Deed of the Honorable Henry
 Astley Bennett Esquire by Charles Little ^{Esquire} one of his Attornies in fact and
 ordered to be Recorded

Isaac Binns Clerk