

DAY.010 TWO INDENTURES BETWEEN THOMAS WOODWARD OF FAIRFAX CO. VIRGINIA AND HIS STEP FATHER JOHN ROBERTSON FOR 100 ACRES...THE FIRST (WHICH FOLLOWS) WAS MADE ON 8TH NOVEMBER 1756. (FAIRFAX DEED BOOK D, PART 1, PAGES 351-352.

THE SECOND INDENTURE (WHICH FOLLOWS) WAS BETWEEN THOMAS WOODWARD AND JOHN ROBERTSON IN FAIRFAX CO., VA. WAS FOR 100 ACRES ON 9TH NOVEMBER 1756 (FAIRFAX CO., VA. DEED BOOK D, PAGES 352-354. (MAY BE SAME LAND MENTIONED IN PROCEEDING INDENTURE).

THIS INDENTURE made the 8th day of November in the year of our Lord 1756 BETWEEN THOMAS WOODWARD of the County of Fairfax, Planter of the one part and JOHN ROBERTSON of the aforesaid County of the other part WITNESSEH that the said THOMAS WOODWARD for and in consideration of the sum of FIVE SHILLINGS STERLING, to him in hand paid by the said JOHN ROBERTSON, the receipt whereof is hereby acknowledged hath BARGAINED and sold and by these Presents doth bargain and sell unto the said JOHN ROBERTSON all that tract or parcel of land containing 100 acres situate Lying and Being in the county of Fairfax aforesaid on the North side of Sandy Run, being part of a larger tract containing 4023 acres taken up and patented by THOMAS SIMPSON, deceased, and willed and bequeathed by the said THOMAS SIMPSON TO HIS DAUGHTER MARY WOODWARD, who is now Espoused to the said JOHN ROBERTSON, and the heirs of her body together with all houses, out houses, Edifies, Buildings, Yards, Gardens, woods, underwoods, trees, ways, water courses, Profits, Commodities, Hereditaments and Appurtenances what so ever to the said land and premises hereby Bargained and sold belonging or in any way appertaining of the Revision and Revisions, Remainder or Remainders, Rents or Profits thereof TO HAVE AND TO HOLD the said land or premises herein mentioned or intended to be hereby bargained or sold or every part or parcel thereof with their or every of their appurtenances unto the said JOHN ROBERTSON, his Executors, Administrators or assigns from the day next before the day of the date hereof for or during or unto the full and or term of one whole year from thence next Ensuring or fully to be complete or ended Yielding or Paying therefore the rent of one Ear of Indian Corn upon the Last Day of the said term if the same shall be Lawfully Demanded to the intent that by virtue of these Presents or of the STATUTE for transferring uses into Possessions he the said JOHN ROBERTSON may be in actual possession of the premises and thereby by Enabled to accept and take a grant of release of the reversion and inheritance thereof to him and his heirs IN WITNESS whereof the said parties to these Presents have interchangeably set their hands and seals the day and year first within written.

Interlined before signing these words (WOODWARD who is now  
Espoused to the said ROBERTSON  
Sealed and Delivered the within mentioned five shillings  
Sterling being first paid

In the Presence of us) (signed by) THOMAS (T) WOODWARD (LS)  
BARR THOMAS FORD his mark  
JOSEPH JACOBS JEMIMA (X) WOODWARD  
THOMAS WITHERS COFFER her mark

AT A COURT FOR THE COUNTY OF FAIRFAX (Va.) 16 NOV. 1756

THOMAS WOODWARD acknowledges this lease which is ordered to  
be recorded.

(signed by) Testor W. WAGONER Clerk of Court

NOTE: JOHN ROBERTSON WAS STEP FATHER OF THOMAS WOODWARD.  
ANOTHER INDENTURE BETWEEN THOMAS WOODWARD AND JOHN ROBERTSON  
IN FAIRFAX COUNTY VIRGINIA FOR 100 ACRES ON 9TH NOVEMBER 1756  
(FAIRFAX DEED BOOK D1, PAGES 352-354. (THIS MAY BE THE SAME  
LAND THAT WAS PREVIOUSLY MENTIONED IN THE PREVIOUS  
INDENTURE.)

THIS INDENTURE made the 9TH day of November in the year of  
our Lord One Thousand Seven Hundred Fifty Six (1756) BETWEEN  
THOMAS WOODWARD of the County of Fairfax, Planter of the one  
part, and JOHN ROBERTSON of the aforesaid County, planter of  
the other part WITNESSETH that the said THOMAS WOODWARD for  
and in consideration of the sum of Fifteen Pounds current  
money, to him in hand paid by the said JOHN ROBERTSON, the  
receipt whereof the said THOMAS WOODWARD doth hereby  
acknowledge and for divers other good causes and  
consideration havin (having) of and thereunto moving he the  
said THOMAS WOODWARD, hath granted Bargained, Sold, aliened  
(and?) released and confirmed and by these Presents doth  
grant, Bargain, sell alien and confirm unto the said JOHN  
ROBERTSON in his actual Possession, now being by virtue of a  
bargain and sale to him thereof made for one whole year by  
Indenture date the day next before the day of the date of  
these Presents and by force of the statute for transferring  
uses into (???) Possessions and to him his heirs and assigns  
for ever all that tract or parcel of land containing one  
hundred acres (100 acres), situate lying and being in the  
County of Fairfax aforesaid on the North side of Sandy run,  
being part of a larger tract containing four hundred and  
twenty three acres (423 acres) taken up and patented by  
THOMAS SIMPSON, deceased, and willed and Bequeathed by the  
said THOMAS SIMPSON to hid daughter MARY WOODWARD, who is now  
Espoused to the said JOHN ROBERTSON and the heirs of her body  
together with all houses, outhouses, edifies, buildings,  
yards, gardens, orchards, woods, underwoods, ( ) ways,  
water courses, profits, commodities, Hereditaments and  
appurtenances what so ever to the said land and premises

hereby granted and released belonging or in anywise appertaining and the revision and revisions, remainder and remainders, rents, issues and profits thereof and also all the Estates Rights, title, interest, use, trust, possession, benefit property claim and demand what so ever of him the said THOMAS WOODWARD of in and to the same or any part or parcel thereof TO HAVE AND TO HOLD the said land and premises herein before mentioned and intended to be hereby granted or released with their and every of their appurtenances unto the said JOHN ROBERTSON his heirs and assigns to the only proper use as behoof of him the said JOHN ROBERTSON and of his heirs and assigns forever and the said THOMAS WOODWARD for himself and his heirs, Executors and Administrators doth covenant, promise and grant to and with the said JOHN ROBERTSON, his heirs and assigns by these Presents in manner following that is to say that he the said THOMAS WOODWARD now at the time of sealing and delivery of these presents is LAWFULLY AND ABSOLUTELY seized of and the said premises hereby granted and released of a good sure perfect indefensible estate of Inheritance in fee simple and have good rightful Power, Lawfully and absolute authority to grant Bargain sell alien release and confirm the same unto the said JOHN ROBERTSON in manner and form aforesaid and also that he the said JOHN ROBERTSON, his heirs and assigns shall and may from time to time and at all times hereafter peaceably and quietly have sole use Occupy, Possess and enjoy the said land and premises hereby granted and released with their and every of their appurtenances without the lawful sell suit, trouble, denial, eviction, hindrances, interruption of him the said THOMAS WOODWARD or of any other person or persons what so ever and that free and clear and freely and clearly acquitted, exonerated and discharged of him and against all former and other gifts. grants, bargains, sales, leases, Jointures, Dowers, Mortgages, wills, troubles, charges and incumbencies what so ever had made committed done or suffered by him the said THOMAS WOODWARD or any other person or persons what so ever the Irritants hereafter to grow due and payable for the said premises only accepted and formulized? and likewise that he the said THOMAS WOODWARD and his heirs and all other Persons lawfully claiming or to claim any Estate right title or interest of in and to the premises or any part or parcel thereof by (him?) or under him them or any of them shall and will from time to time and at all times hereafter upon the reasonable request and at the proper cost and charges of the said JOHN ROBERTSON, his heirs or assigns make do Execute and acknowledge all such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law what so ever for the further better assuring sure making and confirming of the premises hereby granted and released and every or any part or parcel thereof to the said JOHN ROBERTSON, his heirs or assigns as by the said JOHN ROBERTSON, his heirs or assigns or his their or any of their council learned in the law, shall be reasonably advised, (delivered?) or required and lawfully that he the said THOMAS

WOODWARD and his heirs the said land and all and singular other the premises hereby granted and released with their every of their appurtenances unto the said JOHN ROBERTSON, his heirs and assigns against him the said THOMAS WOODWARD and his heirs and all other persons what so ever shall and will warrant and forever defend by these presents IN WITNESS whereof the said parties to these Presents have hereunto interchangeably set there hands and seals the day and year first and before written. (9th November 1756).

INTERLINED BEFORE signing these words (who is now Espoused to the said JOHN ROBERTSON.

(signed by) THOMAS (T) WOODWARD (LS)

his mark

Sealed & Delivered ) JEMIMA (X) WOODWARD (LS)

in Presence of us ) her mark

W.? Thomas Ford )

Joseph Jacobs )

Thomas Withers Coffee)

RECEIVED of the within named JOHN ROBERTSON the within mentioned sum of Fifteen Pounds (15 pounds) current money being the consideration mentioned in the within decree to be paid by him to me on the perfection thereof IN WITNESS whereof I have here unto set my hand and seal the 9th day of November in the year of our Lord one thousand seven hundred and fifty six. (1756)

signed by THOMAS (T) WOODWARD (LS)

his mark

Witness Present:

Sampson Turley

At a court held for the county of Fairfax 16th November 1756 THOMAS WOODWARD acknowledged this release and receipt which are ordered to be recorded.

Testor W. Wagoner (Clerk of Court)

NOTE: Thomas Woodward signed all his signatures by making the same mark, like a capital "T." Jemima (Collins) Woodward signed by mark "x."

END OF DATA.