

Benjamin Batts
Drury Andrews
John Claton

Thomas Williamson
William Morganhart

see this
deed 535

Wabourtheld for the County of Southampton the 13 day of May 1773
This Indenture was acknowledged by Thos. Williamson
of William Morganhart the parties thereto & Ordered to be recorded

W. H. Wells
1773

To be complete & ended. Yielding & paying therefor yearly & every year
during the said term hereby granted unto the said Trustees or the Survivors
of them the yearly Rent or sum of twelve Pounds six Shillings current
Money of Virginia on the first Day of January next. And the said Thomas
Westbrook for himself his Heirs Executors & Assigns doth hereby
covenant grant & agree to & with the said Trustees of the Survivors of them in
manner & form following that is to say that the said Thomas Westbrook
his Heirs or Assigns or some of them yearly & every year during the said
term of Twenty one years hereby letten. Shall & will well & truly pay or cause
to be paid unto the said Trustees or the Survivors of them the said yearly
Rent above reserved upon the Day & time above expressed according to the
true Intent & Meaning of these presents. Also that the said Thomas
Westbrook his Heirs & Assigns shall within the space of five years
from the Date of these presents build & completely finish a Dwelling House
truly by sixteen feet the frame to be saved covered with Featherbeds
plank & shingled with good pine or Cypress shingles & shall moreover
plant inclose with good fences & cultivate fifty apple trees on the said land
hereby granted. Also that the said Thomas Westbrook his Heirs & Assigns
shall not during the continuance of the term aforesaid cut down more than
one half of the trees thereon. And also that the said Thomas Westbrook his
Heirs & Assigns shall after the said Dwelling House is built & Orchard planted
fences & cultivated keep the same in good & sufficient repair during the said
term & shall & will leave the same well & sufficiently repaired at the end of the
said term. And the said Trustees do covenant & grant to & with the said
Thomas Westbrook his Executors & Assigns that the said Thos. Westbrook
paying the yearly rent of Twelve pounds six Shillings and performing all the
Covenants and agreements herein before contained which on his or their Parts
are or ought to be paid done and Performed shall and may from time to time
and at all times during the said term peaceably and quietly enter upon have
hold possess and enjoy all and singular the said premises hereby demised with
the appurtenances without the let Trouble Hindrance or Interruption of the
said Trustees or any other Persons whatsoever lawfully claiming by from
or unto them or any two of them Provided always that if one year's Rent
of the aforesaid shall at anytime during the term aforesaid being due and
unpaid for the Space of Six Months that then the Estate hereby
Released shall cease determine and be utterly void and thereafter
it shall and may be lawful for the Trustees or any two of them to lease

the witnesses
Witnesses
their hands
Sealed and
in presence
of
D. P. Shur
R. H. H.

M. W. Coe
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