This Indenture Made this eleventh Day of March in the year of our Lord one Thousand seven Hundred and sixty five between Bryan Fairfax Gen.l of Fairfax County and Parish of Truro of the one part and Perrygreen Mackness Black Smith of the other part in the aforesd. County and Parish of Fairfax Witnesseth that the said Bryan Fairfax for and in consideration of the Rents and Covenants hereinafter mentioned on the part of the said Perrygreen Mackness to be paid and performed Hath demised, granted set and to farm let, and by these presents doth Demise, grant set and to farm let unto the said Perrygreen Mackness one Tenement of Land Containing one Hundred Acres Beginning at a white Oak on the south side of the main Road near the forks about a hundred yards from it and running So. 38½ Et. 182 po. to a black stump shewn for Lewis's Corner and from thence So. 78 Et. to a white Oak marked W X by a glade thence No. 5 Et. along Mr. Alexrs. Line 80 Poles to the Faulls Road where it crosses Rockey Run thence No. 38½ Wt. so many poles that another Course to the Beginning may include one hundred Acre, Together with all profits Commodities and appurtenances whatsoever belonging or in any ways appertaining to the same (Excepting mines minerals & Quarrys). To have and to hold the said tenement and tract of Land with the appertenances to him the said Perrygreen Mackness his heirs and Assigns during the Natural lives of the said Perrygreen Mackness, Samuel Mackness and Thomas Grimes, son and Grand son of the said Perrygreen Mackness he or they yielding and paying on the first Day of December which shall be in the year of our Lord one Thousand seven Hundred and sixty six the sum of ten pounds Current Money of Virginia and thence forward yearly and every year during the Term aforesaid on the first day of Decemr. the aforesaid sum of ten Pounds Currt. Money unto the said Bryan Fairfax his heirs or assigns and if it should so happen that all or any of the said yearly rent be left behind or unpaid thirty days after a Lawful demand being made by the said Bryan Fairfax, or any one in his behalf, and not Effects to be found on the Tenemet to satisfie the aforesaid Ten pounds it shall and may be Lawful to and for the said Bryan Fairfax his heirs or Assigns into and upon the sd. Demised premisses or any part thereof in the Name of the whole to Re-enter and the same to have again Repossess and enjoy as in his or their first and former Estate and the said Perrygreen Mackness for himself and his heirs from and out of the same from thenceforth to Amove and Expell. This Indenture Prov or any thing therein Contained to the contrary [illegible] of Notwithstanding the said Perrygreen Mackness for himself his heirs and Assigns [illegible] well and [illegible] perform all and say the rents, Conditions and Covenants on his or their part or behalf to be paid kept and performed and also within three years from the date hereof plant out an Orchard upon the said Land to contain at Least one Hundred apple trees and build a Dwelling-house twenty feet long and sixteen feet in breadth, and also during the term of this Lease take care to repair and keep up the same, also that the said Perrygreen Mackness his heirs or Assigns shall not Commit or suffer any of the timber thereof to be disposed off otherwise than for the Buildings, fences and necessary Uses of the said Plantation, (And shall not make or tend any Tobacco on the premises aforesaid) and the said Bryan Fairfax for himself his heirs and Assigns doth Covenant and Grant to and with the said Perrygreen Mackness his heirs and Assigns that he or they paying the rents above mentioned and performing the covenants on his or their behalf to be performed shall and may at all times hereafter during the Term hereby granted, Quietly hold Occupy and Enjoy the above mentioned Land and premisses without the let suit or Disturbance of him the sd. Bryan Fairfax or his heirs, the sd. Perrygreen Mackness Obliges himself his heirs and Assigns to leave the sd. Plantation Houses and Orchard at the Expiration of the said Term, in Good Tennantable Order and repair. In Witness whereof the parties above mentioned have Interchangeably set their hands and seals the Day and year above written

Signd. Seal'd and Deliver'd
In presence of

The Words (and shall not make or tend any Tobacco on the premises aforesaid) being first interlined.

William Lester

Ewel E. Violet's mark

James Hardage Lane

John Rea

Bryan Fairfax

Perrygreen Mackaness

At a Court held for the County of Fairfax 21st October 76[illegible]
This Leave from Bryan Fairfax Genl. to Peregrine Magness was
proved by the oath of William Lister & John Rees

Mr. Fairfax
to
Perrygreen Mackness } Leave

October Court 1765
N.