

# Wilhelm Wurtz's Deed

*1772 November 27*

"This Indenture made the Twenty Seventh day of November in the year of our Lord One Thousand Seven Hundred and Seventy Two, Between the Honorable George William Fairfax Esquire of the one part, and William Wertz of the County of Loudoun, Farmer, of the other part.

Witnefseth that the said George William Fairfax for and in Consideration of the Rents and Convenants herein after mentioned, on the part of the ward William Wertz to be paid and performed, hath Demised, Granted, set and to Farm Settens, and by these Present doth demise, grant, set and to Farm let unto the said William Wertz one hundred acres of Land with the Appurtenances (except all Mines, Minerals, and Quarries what so ever) lying and being in the Parish of Shelbourne in the County of Loudoun on the Dutchman and being a part of a Tract of land of Seventeen Thousand and two hundred sixty six Acres and Called Piedmont, the Bounds as follows:

Beginning at two Hickorys by a path leading to the short-hill a line of a Survey made of Samuel Smith, thence North 30. West One hundred Poles to a small hickory sapling in a poison field, thence South 60 West one hundred and sixty poles to two white oaks near the head of a glade, thence South 30 East on hundred poles to a black oak at the head of a glade in the afore said line of Samuel Smith, then with his line North 60 East one hundred and sixty poles to the beginning containing on hundred acres. To have and to hold the said land and Premises (except before accepted) to the said William Wertz, his Heirs or Afsigns, for and during the natural lives of him the said William Wertz, Catherine Wertz, his wife and Conrad Wertz his son. Yielding paying unto the said George William Fairfax, his certain Attorney, Heirs, Executors, Administrators of Afsigned, yearly and every year on this first day of May the rent or sum of Two pounds, two shillings, and sixpence, current money of Virginia; and if it shall happen the said yearly rent of two pounds, two shillings, and six pence, or any part thereof should behind hand and unpaid by the space of sixty days, after the day appointed for the payment thereof, in any year during this Demise, and the same being lawfully demanded at the mefsage of the said William Wertz, his heirs or Afsings, upon the demised premises, and her shall not be goods and distrefs, to satisfy and pay the rent so in arrear, then in that case is shall and may be lawful to and for the said George William Fairfax, his heirs, and afsings into and upon the said Demised Premises to Re-enter and the same to have again, retain, and enjoy as his or their former Estate, this Indenture or any thing therein contained in the Contrary in any wise notwithstanding. And the said William Wertz for himself, his heirs, Executors, Administrators and Afsigns doth Convenantly promise and agree to and with the said George William Fairfax, his heirs or Afsigns, shall and will have within two years after the date of these presents, plant upon the demised premises one hundred good apple trees and one hundred and fifty peach trees at least thirty feet distance from each other, and the same will enclose with a good sufficient and lawful fence, and keep them all well pruned; and that he and they shall and will erect and build a good dwelling house twenty feet by sixteen, and a barn twenty feet square after the manner of Virginia Building and will from time to time and at all times during the Continuance of this Demise, well and sufficiently maintain and keep all and singular the said Orchards, Buildings and fences which are to built, or at any time during the said Term shall be upon the Demised Premises in good and sufficient Repair, and at the end or sooner Determination of this Demise, will so yield up and leave the said George William Fairfax, his heirs or Afsigns, and that the said William Wertz, his Heirs, and Afsigns shall not at any time during this Demise without the leave of license of the Said George William Fairfax, his heirs or Afsigns or his or their lawful Attorney or Attorneys, under his or their hand and seal first had and obtained make any sale or afsignment of this lease or of any part of the demised premises; and that the said William Wertz, his Heirs, and Afsigns shall not suffer any subtenant to dwell on

any part of the demised Premises, or any wasted or spoil to be made of the Woods, under woods, Trees or timber to the said Premises belonging, by any person or persons whatsoever by his or their Procurement. Knowledge of Consent; by he, they, and every of them shall hinder and withstand the same to the utmost of their power. And if at anytime any Timber fit for carpentry or Coopers use or Rails, shall be cut down in clearing ground, or otherwise, the same shall be worked up and not suffered to rot or parish under the Penalty of Forty Shillings over and above the value of such Timber, to be paid by the Said William Wertz, his Heirs, Executors, Administrators, or Afsigns to the said George William Farifax, his Heirs, Executors, Administrators or Afsigns for every such offence; nor without leave obtained as aforesaid sell and dispose of or suffer any of the Wood or Timber therein to be disposed of, otherwise than for the Buildings and fences and necessary uses of the Plantation or Plantations on the demised Premises, and moreover the said William Wertz for himself, his Heirs, Executors, Administrators or Afsigns.

Doth further covenant, promise and agree to and with the said George William Fairfax that he the said William Wertz will leave standing in same convenient, part of the above granted premises, and in one body, at least 10 acres of Woods untouched, which woods shall remain and be held as future Support of the Plantation, or Farm, at the Expiration or Determination of this Lease, and further, that it shall and may be Lawful to and for the said George William Fairfax, his Heirs, and Afsigns, his and their Lawful Attorney and Attornies, and his and their Servants and Workmen, and every of them at all times during the Continuance of this Demise, into all or any part of the Demised premises (the Dwelling house and other Houses and Orchards, thereupon) being only excepted) to enter and there to dig, search, or drain, for any Mines of Stone, Iron, Lead, Copper or other mine; and to have free Ingrefs, Egrefs and Refrefs from time to time during this Demise for making his and their best Benefit of the same and for carrying the same away with Carts, Wagons, Carriages, Horses and Oxen from time to time to the use and a the pleasure of the said George William Fairfax, his Heirs and Afsigns, and that the said George William Fairfax, his Heirs and Afsigns, shall and may, from time to time, have free use of any part of the Lands aforementioned to be gotten in the demised premises; he and they from time to time making full sustain by reason of the digging, carrying away, or laying the Mines aforesaid on any of the demised Premises, during the Term hereby demised. Any moreover, that whenever Eight of the Tenants shall be a Declaration in writing under their hands, adjudge a Pat or Road needful to be made through any part of the demised Premises, it shall and may be Lawful for the said George William Fairfax, his Heirs or Afsigns, or his or their Lawful Attorney or Attorneys to cause such path or Road to be made and cleared by the Persons desiring the same without any Interruption or Molestation from the said William Wertz, his Heirs or Afsigns. And the said William Wertz for himself, his Heirs, Executors, Administrators and Afsigns, doth farther covenant and agree to and with the said George William Fairfax, his Heirs and Afsigns, that if he or they shall at anytime make a Breach or failure of any part of the above covenant, that then it shall and may be Lawful for the said George William Fairfax, his Heirs or Afsigns, to re-enter upon the said Land and Premises, and the same to have again, retain, and enjoy, is if this Deed had never been made. And the said George William Farifax, for himself, his Heirs, Executor, Administrators or Afsigns, doth Covenant and Grant to and with the said William Werts his Heirs or Afsigns, that it shall and may be Lawful to and for the said William Werts, his Heirs, Executors, Administrators or Afsigns, that it shall and may and under the Covenants and Restrictions herein contained, peaceably and Dually to have, hold, occupy, pofsefs and enjoy, all and singular the said Premises (except as before excepted) without the Lawful, Set, Interruption or Denial of him the said George William Fairfax, his Heirs or Afsigns or any other person or persons what so ever, Lawfully claiming or to claim, by , form or under him, them or any of them."

The deed was signed by Wilehlm with his mark 'X', and witnessed by Craven Peyton, George Emrey and Oliver Price. Clerk was Charles T. Binns.