

28 August 1843

Harrison to Holmes - Deed

Deed Book 18, page 50

Clerks office of Prince William County 1843, August 28th proved by Jno Gibson. September 1 1843 proved by M. B. Sinclair & the hand writing of P. D. Dawe who is dead, was proved by M. B. Sinclair & P. D. Lipscomb & A.N.

THIS INDENTURE, made and entered into this 16th day of July in the year of our Lord one thousand eight hundred and twenty one between Russell B. Harrison and Mary Elizabeth his wife of the County of Loudoun & State of Virginia on the one part, and Thomas Holmes of the County of Prince William and State of Virginia of the other part, WITNESSETH, That the said Russell B. Harrison & Mary Elizabeth for and in consideration of the sum of seven hundred eighty four dollars to him in hand paid by the said Thomas Holmes at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents do grant, bargain and sell, alien, enfeoff and confirm unto the said Thomas Holmes and his heirs and assigns, a certain tract or parcel of Land, situate lying and being in the county of Prince William on the waters of Cedar Run containing one hundred & 12 acres and 33 76/100 poles and is bounded as follows, to wit: Beginning at a stake in on Owl Run Road - co---- to lands laid off for J. Gibson, beginning there with Gibsons line 1st N23. W by a noted large cherry tree down the various meanders of Cedar Run as follows 2nd N 36.45 E. 57 poles. Thence 3rd S 30 E. 33 poles 4th S 44 E 63 poles 5th S 38 E 26 poles To Holmes C----- of a small tract purchased of Russell B. Harrison and Mary Elizabeth his wife a thorn bush on south side of Cedar Run & North Side of Harrison's Mill Road. Thence with said Road 6th S 31 E 32 poles, Thence 7th S 14 E 67 poles to where said road unites with Owl Run Road - Thence along last mentioned road, 8th S 37 W 41 poles, Thence 9th S 45 W 49 poles to the beginning and contains per survey and calculation 112 acres and 33 76/100 poles (But it is hereby expressed understood and agreed between the parties hereto that if the said Harrison ____ hereafter to have the said land -----oyed at his own expense & it ___ be found to contain more than 112 acres and 33 76/100 poles that ___ ___ said Holmes his heirs &c is bound to pay to the said Harrison his heirs executors administrators or assigns at the rate of seven dollars per acre for ___ it holds out over and above the said quantity of 112 acres and 33 76/100 poles together with all houses, profits, advantages, hereditaments, ways, waters, and water courses, with the appurtenances of every kind and nature whatever thereunto appertaining: TO HAVE AND TO HOLD the aforesaid bargained premises, with their appurtenances, unto the said Thomas Holmes his heirs and assigns, to the only proper use and behoof of him the said Thomas Holmes and of his heirs and assigns forever. And lastly, the aforesaid Russell B. Harrison & Mary Elizabeth his wife for themselves and their heirs, executors and administrators, do by these Presents WARRANT AND FOREVER DEFEND the aforesaid bargained premises, with their appurtenances, unto the said Thomas Holmes and his heirs and assigns, against all claims of any person or persons whatsoever.

Russell B. Harrison (seal)

Mary Eliza Harrison (seal)