

This Indenture made the twelfth day of July in the year of our Lord one thousand  
 six hundred seventy nine & in the fourth year of the Dow of Charles, over  
 the Province of <sup>in hand</sup> between Edward Husband of the one party and Nicholas  
 Painter on the other party. Witnesseth that the said Edward Husband for & in  
 Consideration of the Summe of fifteen thousand pounds of Tobacco in Cargoes  
 already received before the signing & delivery of these presents well & truly  
 paid doe acknowledge himselfe fully satisfied & paid & thereof of every part  
 thereof doth clearly acquit & discharge the said Nicholas Painter his Heires  
 Executors & Administrators & every of them for ever by these presents have  
 bargained sold granted aliene & confirmed & by these presents do grant bargain  
 sell aliene & confirme unto the said Nicholas Painter his Heires & Assignes for  
 ever all that piece of Land lying on the North Side of Sassafras River  
 in the Province aforesaid Containing fifteen hundred Acres more or less  
 Commonly called by the name of Painters Rest & the said Edward Husband  
 for himself his Heires Executors & Administrators do Covenant promise and  
 Grant by these presents to and with the said Nicholas Painter his Heires &  
 Executors & Administrators well & truly to deliver or Cause to be delivered  
 unto the said Nicholas his Heires or Assignes all y<sup>e</sup> piece of Land lying &  
 situate as aforesaid with all & appurtenances thereto belonging by these  
 presents bargained & sold to the said Nicholas & his Heires for ever y<sup>e</sup> is to say  
 that the said Edward Husband for & notwithstanding any act or thing by him  
 Caused or procured to be Contrary therof now are or is & at the Execution of the  
 premises to the said Nicholas & his Heires according to the true intent & meaning  
 of these presents shall then be soaly found & every Bond of the said Land called  
 Painters Rest bargained & sold of a good Lawfull & Inseparabill Estate &  
 without any manner of Condition or Limitation of any use or uses & have  
 now & at the Execution of the said Estate shall then have good Right full power  
 & Lawfull & absolute authority to grant bargain sell & that he the said  
 Edward Husband & his Heires having Lawfully or Claiming to have any man-  
 ner of Title or Interest of in or to the premises bargained & sold with all  
 appurtenances thereto belonging by from or vnder the said Edward Husband from  
 time to time & at all times for & during the space of two years next ensuing  
 the date of these presents when & as often as he shall be therunto reasonably required  
 by the said Nicholas his Heires or Assignes or any of them make doe suffer know-  
 ledge & execute or Cause to be made done suffered knowledge & execute at the  
 Cost & Charge of the said Edward Husband all & every such Lawfull & reasonable  
 Act & acts thing & things devise & devise assurance & assurances in Law whatso-  
 ever for the further better & more perfect assurance & <sup>Covenance</sup> assurance of the premises  
 aforesaid to the said Nicholas Painter his Heires & Assignes according to the true  
 intent & meaning of these presents by any means whatsoever ag<sup>t</sup> him the said  
 Edward Husband & his Heires without warranty as aforesaid or any means in  
 Law whatsoever provided alwaies & it is Covenanted Concluded Conditioned and  
 agreed by & between the said parties to these presents y<sup>e</sup> if the said Edward Husband &  
 his Heires Executors Administrators or Assignes or any of them do well & truly  
 Content & pay unto Nicholas Painter his Executors or Assignes the full and  
 just quantity of fifteen thousand pounds of Tobacco in Cargoes at two paym<sup>ts</sup>  
 the one half being Eight thousand pounds of Tobacco upon the last  
 day of Decemb<sup>r</sup> next ensuing the date hereof wch will be in the year of our  
 Lord one thousand six hundred seventy nine & the other paym<sup>t</sup> to be  
 made on the last of Decemb<sup>r</sup> in the year of our Lord one thousand six hundred  
 & Eighty in form ensuing without fraud or guile that then this present  
 bargain & sale & all & every Covenant grant & article & thing herein Contain<sup>d</sup>  
 shall be

Signed  
J<sup>n</sup> & P<sup>r</sup>  
John  
J<sup>n</sup> & P<sup>r</sup>

April