

**JOHN PAINTER
STONEY CREEK 1758**

IMAGES OF

LAND RECORDS & WILLS

- Original Northern Neck Grant
- John Painter, grantee 1749
- John Painter and wife, Hannah, grantor 1751

JOHN PAINTER, BLACKSMITH—STONEY CREEK LAND DOCUMENTS
(underlining added 2022)

Fairfax Northern Neck Grant, Augusta County Deed Bk G, p. 357, 2 Feb 1749
Fam. Search Film 008358043 image 356

(357)

The Right Honourable Thomas Lord Fairfax, Baron of Cameron
in that Part of Great Britain called Scotland, Proprietor of the Northern Neck of
Virginia, to all to whom this present Writing shall come, Greeting, Know Ye
that for good Cause, for and in Consideration of the Composition to Me paid, And for the
annual Rent hereafter reserved I have given granted and Confirmed, And by these presents
for Me my Heirs and Assigns do give grant and Confirm unto John Painter of the County of
Augusta a certain Tract of waste and ungranted Land in the said County on a Branch of Stoney Creek
where He lives and is Bounded as by a Survey thereof made by M^r George Byrne as followeth;
Beginning at a Hickory and a white Oak in the Line of the Land Surveyed for Michael Hentins
in the Head of a small Valley; thence N. 10° E. Three hundred and Twenty Poles between two Pines
and a white Oak crossing a Branch of Stoney Creek; thence S. 80° E. Two hundred Poles between
several Pines on a Ridge crossing the same Branch; thence S. 10° E. Three hundred and Twenty
Poles to the said Hentins Line; thence with his line N. 80° W. Two hundred Poles to the Beginning
containing Four hundred Acres Together with all Rights Members and Appurtenances to
thereunto belonging Royal Mines Excepted And a full third Part of all Lead Copper Iron
Coals Iron Mines and Iron Iron that shall be found thereon; To have and to hold the said Four
hundred Acres of Land Together with all a Rights Profits and Benefits to the same belonging
or in any Manner appertaining Except before Excepted To Him the said John Painter his Heirs
and Assigns for Ever, He the said John Painter his Heirs or Assigns therefore Tithing and
Paying to Me my Heirs or Assigns, or to my certain Attorney or Attorneys Agent or Agents,
or to the certain Attorney or Attorneys of my Heirs or Assigns Proprietors of the the said
Northern Neck Yearly and every Year on the Feast day of S^t Michael the Archangel the
Ten Rent of One Shilling Sterling Money for every fifty Acres of Land hereby Granted
and so proportionably for a Greater or lesser Quantity: Provided that if the said John
Painter his Heirs or Assigns shall not Pay the before reserved annual Rent so that the
same or any Part thereof shall be behind or unpaid by the space of two whole Years after the
same shall become Due if lawfully Demanded, That then it shall and may be Lawfull for Me
my Heirs or Assigns Proprietors as aforesaid My or their certain Attorney or Attorneys
Agent or Agents into the above granted Premises to Reenter and Hold the same so as if this
Grant had never Passed. Given at my Office in the County of Fairfax within my said
Proprietary under my Hand and Seal Dated this Second Day of February
in the twentythird Year of the Reign of our Sovereign Lord George the Second by the
Grace of God of Great Britain France and Ireland King Defender of the Faith
He Dⁿⁱ One thousand Seven hundred and Forty nine.

Fairfax

John Painter's Deed
for 400 Acres of Land
in Augusta County.

Deed: Lease and Release --John Painter from Jost Hite, Frederick County, Deed Bk 2, pp. 38-41, 14 Nov 1749
(underlining added 2022)

38

Hite to Painter
Lease

This Indenture made the Thirteenth day of November in the year of Our Lord One Thousand Seven Hundred and Forty nine Between Jost Hite of the parish and County of Frederick of the one part and John Painter of the same place of the other part Witnesseth that the said Jost Hite for and in consideration of the sum of Five Shillings to him in hand paid the receipt whereof he doth hereby acknowledge hath granted Bargained and sold by these presents doth grant Bargain and sell unto the said John Painter all that Tract or parcel of land containing One hundred and Twenty five Acres of land be the same more or less Situate lying and being in the parish and County of Frederick and the same whereon the said John Painter now lives and bounded as follows Beginning at a white Oak corner to the Bowling Green thence ⁿ a line of Old marked here South West seventy two Poles to a red Oak white Oak and Pecaney corner to John Painter thence ⁿ another line of the said Painters North forty degrees West Three hundred and Ten poles to a red Oak on a ridge thence ⁿ another line of marked Trees North Forty Seven degrees East to Jonathan Seamans line thence along the said line to the beginning and all Houses Ditches Buildings Gardens Orchards Meadows Commons Pastures Feedings Trees Woods Under woods Ways Paths Waters Watercourses Lowments Profits Commodities by advantage or ⁿ now are or formerly have been accepted reputed taken known used occupied or enjoyed to or ⁿ the name or use part or parcel or member thereof and the Reversion or Reversions Remainder and Remainers Rents and Services thereof and of every part and parcel thereof To have and to hold the said Land and Premises

39

above mentioned and every part and parcel thereof th the appurtenances unto the said John Painter his Executors Administrators or Assigns from the day of the date hereof for and during and unto the full end and term of One whole year from thence next ensuing and fully to be complete and ended ifielding and paying therefore One Ear of Indian Corn in and upon the feast of Christmas of the same be demanded to the end that by virtue of these presents and by force of the Statute for transferring Uses into Possession he the said John Painter may be in the Actual Possession of all and singular the said Premises before mentioned with their appurtenances and be thereby enabled to accept a release of the reversion and Inheritance thereof to him his Heirs or Assigns to the only proper use and behoof of the said John Painter his Heirs or Assigns forever In Witness whereof the said Jost Hite hath hereunto set his hand and Seal the day Month and Year above Written

Signed Sealed and delivered
in the presence of us

Joseph Mifflam
John Miller
G. Jones.

At a Court held for Frederick County on Tuesday Novemb^r the 14th 1749

This Lease for land from Jost Hite to John Painter was proved by the Oaths of Gabriel Jones Gent John Miller Esq and on the motion of the said Painter admitted to Record.

Teste
Wood. 6. 6.

Hite to Painter
Release

This Indenture made the fourteenth day of November in the year of our Lord One Thousand Seven hundred and Forty Nine Between Jost Hite of the Parish and County of Frederick in the Colony of Virginia of the one part and John Painter of the same place Blacksmith of the other part Witnesseth that the said Jost Hite for and in consideration of the sum of Twenty four Shillings Currency to him in hand paid by the said John Painter the receipt whereof is hereby acknowledged have granted Bargained and sold Aliened Released and confirmed and by these presents doth Grant Bargain and sell Alse release and confirm unto the said John Painter in his actual Possession now being by virtue of a Bargain and Sale to him thereof made for One whole year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for transferring Uses into Possession And to his Heirs and Assigns All that Tract or Parcel of Land containing One hundred and Twenty five Acres of land be the same more or less Situate lying and being in the parish and County of Frederick and the same whereon John Painter now lives and part of a greater Tract granted to Jost Hite by Patent bearing date of October One Thousand Seven hundred and Thirty four and bounded as follows to wit Beginning at a white Oak corner to the Bowling Green and thence with a line of Old marked Trees South West seventy two

Relate to a red Oak where Oak and a Hickory Grove to John Painter, thence
with another line of the 3^d Runners North Forty degrees West Three hundred
and ten poles to a red Oak on a Ridge thence in another line of marked
Tree North Forty seven degrees East to Jonathan Satternesss Line thence
with his line to the beginning And all House Offices Buildings Gardens
Orchards Pastures Commons Pastures Pastures Trees Woods Landwoods
Ways Paths Water Watercourses Cements Profits Commodities &c.
wantage Emoluments Hereditaments Rights Members and Appur-
tenances whatsoever to the same belonging or in any wise Appertain-
ing or which now are or formerly have been accepted or reputed to
have been used Occupied or Enjoyed to or with the same or as part
Parcel or member thereof and also the Remainder by Remain-
der Parts & pieces thereof by of every part and Parcel thereof of
the Appurtenances And also all the said Rights Title Interest
Claim and Demand whatsoever as well in Equity as in Law of him
Heirs and Assigns of him and to all and singular the premises and
every part and parcel thereof in the Appurtenances And also
all Deeds ... Evidences and writings touching or in any wise
concerning the said Premises or any part thereof to have
and to hold the said Lands Hereditaments & Premises before men-
tioned and every part and parcel thereof with the Appurtenan-
ces unto the 3^d John Painter his Heirs and Assigns to the
only proper use and behoof of the 3^d John Painter his Heirs
and Assigns for ever And the 3^d John Painter for himself his
Heirs and Assigns doth Covenant and Grant to and with
the 3^d John Painter his Heirs and Assigns That he the 3^d
John Painter now is the true lawful and rightful Owner of
the 3^d Land Hereditaments and Premises before mentioned
and every part and Parcel thereof with the Appurtenan-
ces And also that he the 3^d John Painter now is lawfully and
rightfully seized in his own right of a good free perfect &
Indivisible Estate of Inheritance in fee simple of all and
singular the Premises before mentioned with the Appur-
tenances without any manner of Condition Mortgage
Limitation of use or uses or other Cause to alter change or
change or determine the same And also that he the said
John Painter hath full power and lawful Authority in his own
right to grant bargain sell and convey the 3^d Land Her-
editaments and premises before mentioned with the Appur-
tenances unto the 3^d John Painter and his Heirs to the
only proper use and behoof of the 3^d John Painter his
Heirs and Assigns forever according to the true Intent &

meaning of these presents And also that he the 3^d John Painter his
Heirs and Assigns shall and may at all times forever hereafter peace-
ably and quietly have hold Occupy Possess and enjoy all and sin-
gular the said Lands Hereditaments and premises before mentioned
in the Appurtenances without the least Trouble Hindrance Molesta-
tion or Interruption of him the 3^d John Painter And that he and his Heirs
and Assigns shall and lawfully save harmless and Indemni-
fied of and from all Charges Estates Rights Titles Troubles and
Incumbrances whatsoever that have been or shall be com-
mitted Done or suf-
fered or shall be by the 3^d John Painter or any other Person or Per-
son whatsoever claiming or to claim by him or under him
them or any of them the 3^d John Painter to become due for the
Premises only Excepted And that he the 3^d John Painter his Heirs
and Assigns all the before mentioned Premises with the Appur-
tenances unto the 3^d John Painter his Heirs and Assigns shall
and will by these presents Warrant and defend And lastly
that he the 3^d John Painter his Heirs and Assigns shall and will at any
time hereafter upon the reasonable request and at the cost by
Charge in the Law of him the 3^d John Painter his Heirs and Af-
signs make do Execute or cause or Procure to be made done &
Executed all and every such further and other lawful and reason-
able Act and Deed Thing or Things Done & Deeds Comperced by
Assurances in the Law whatsoever for the further better and more Per-
fect Granting Conveying and Assigning the 3^d Premises before
mentioned in the Appurtenances unto the 3^d John Painter his
Heirs and Assigns to the only proper use and behoof of him
the 3^d John Painter his Heirs and Assigns forever as by the 3^d
John Painter his Heirs and Assigns or his or their Council Counsel-
ors in the Law shall be reasonably Demanded Advised or Requested
In Witness whereof the 3^d John Painter hath hereunto set his hand
and Seal the Day month and year above Written
Signed Sealed and delivered
in the presence of us
Witnesses
John Miller
Ged. Jones.

Witness

At a Court held for Frederick County on Tuesday
the 14th day of November 1749

This Release for Land from Last Title to John Painter was proved by the Oath
of Joseph Mosser. John Miller and Gabriel Jones Witnesses thereto
and on the Motion of the 3^d John Painter the same was admitted to
record
Test. WOOD. 66

(underlining added 2022)

324

Painter

to

Leith

Lease

This Indenture made the 13 day of August in the year of our Lord one thousand seven hundred fifty and one Between John Painter of the County of Frederick Blacksmith of the one Part and John Leith of the County of Howard Planter of the other part Witnesseth that the said John Painter for and in consideration of the Sum of Five hundred Current Money of Virginia to him in hand paid by the said John Leith at or before the sealing and delivery of these presents the Receipt whereof is hereby acknowledged. He hath granted Bargained and sold and by these presents doth grant bargain and sell unto the said John Leith his heirs and assigns One certain Tract or Parcel of Land containing One hundred Eighty and nine acres be the same more or less Situate lying and being in the said County of Frederick on the North side of Shanando River purchased by the said John Painter from Govt Hite as by Deeds of Lease and Release Recorded in the County Court of Orange bearing date the 20 and 21 days of October 1742 may more fully appear. The said Tract of Land being bounded as followeth ^{to wit} Beginning at a white Oak and running thence N^o 48^o W 320 Poles to a white Oak thence south west 45 Poles to a white Oak thence S 30^o W 24 Poles to a white Oak Bush at the head of a Spring thence S 27^o W nine Poles to a white Oak thence S 60^o E 11 Poles to a Hickory thence S 72 Poles to three Black oaks thence South East 235 Poles to a stone thence North East 95 Poles to the Beginning And all Houses Buildings Orchards ways Waters Watercourses Profits Commodities Hereditaments and Appurtenances whatsoever to the said Premises hereby granted or any part belonging or in anywise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof To have and to hold the said Tract of Land and all and singular other the

Promises hereby granted with the Appurtenances unto the said John Leith his Executors Administrators and Assigns from the day before the date hereof for and during the full Term and Time of One whole Year from thence next ensuing fully to be completed and ended Yielding and Paying therefore the Rent of one Paper Corn on Lady day next of the same shall be lawfully demanded by the Intent and Purposes that by virtue of these Provenk and of the Statute for transferring Uses into Possession the John Leith may be in actual Possession of the Promises and be thereby enabled to accept and take a Grant and Release of the Reversion on Inheritance thereof to him and his heirs

In Witness whereof he the John Painter hath hereunto set his hand and seal the day and Year first above written

John Painter

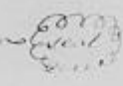
In a Court continued and held for Frederick County on Wednesday the 14th day of Aug^r 1751 This Deed for Land from John Painter to John Leith was acknowledged in open Court by the said John Painter and on the motion of the said John Leith was admitted to record

Teste Jacobus C. C.

Painter to Leith Release

This Indenture made the fourteenth day of August in the year of our Lord one thousand seven hundred and Fifty one Between John Painter of the County of Frederick Blacksmith of the one Part and John Leith of the said County Painter of the other Part Witnesseth that for and in Consideration of the sum of Seventy Five Pounds Current Money of Virginia to the said John Painter in hand paid by the said John Leith at or before the sealing and Delivery of these Presents the Receipt whereof he doth hereby acknowledge and thereof with Release acquit and discharge the said John Leith his Executors and Administrators by these Presents - He the John Painter hath granted Bargained Sold Aligned Released and Confirmed and by these Presents Doth Grant Bargain Sell Alien Release and Confirm unto the said John Leith his heirs and Assigns One certain Part or Parcel of Land

Containing One hundred Eighty and Nine Acres to the same more or less Situate lying and being in the said County of Frederick on the North side of Shannock's Run purchased by the said John Painter from Robert Pitt as by Deeds of Lease and Release Recorded in the County Court of Orange bearing Date the 22^d and 23^d of October 1720 Dec^r may more fully appear - the said Part of Land being bounded as followeth to wit - Beginning at a white Oak and running thence S 48° W 320 Poles to a white Oak thence S 60° E 240 Poles to a white Oak thence S 27° W 9 Poles to a white Oak thence S 60° E 11 Poles to a white Oak thence S 72° E 72 Poles to three black Oaks thence S 2 East 205 Poles to a stone near to a white Oak and thence S 48° W 100 Poles North East 91 Poles to the Beginning and all Ranches Buildings Orchards Ways Water Watercourses Ditches Commons Trade Turnpikes and Appurtenances whatsoever to the said Promises hereby granted or any part thereof belonging as in a proviso appurtenances and the Reversion & Reversions Remainder and Remainers unto the said John Leith and also all the Duties Rents Tiths Interest Use Profit Property Claims and Demand whatsoever of him the said John Painter of or to the said Promises and all Duties Evidences and Writings Writing or in anywise concerning the same To have and to hold the said one hundred Eighty and nine Acres of Land and all and singular other the Promises hereby granted and bargained and every Part and parcel thereof with their and every of their Appurtenances unto the said John Leith his heirs and Assigns for ever to the only proper use and behoof of him the said John Leith and of his heirs and Assigns for ever And the said John Painter for himself his heirs Executors and Admin^r doth Covenant promise and grant to and with the said John Leith his heirs and Assigns by these Presents that the said John Painter none at the time of sealing and delivering of these Presents be bound of a good free perfect and Indivisible Estate of Inheritance in Fee Simple of and in the Premises hereby granted and bargained and that he hath good Power and full and absolute Authority to grant and convey the same to the said John Leith in manner and Form aforesaid and that the said Promises as and so far ever hereafter shall remain and be free and clear of and from all former and other Gifts Grants Bargains Sales Power Right and Title of Dower Judgments Executions Tiths Troubles Chargis and Incumbrances whatsoever the said Land hereafter to grow due and payable to the Debt of the Sea for and

respect of the premises only excepted and foreprized
 And lastly that the said John Painter and his Heirs
 all and singular the Premises hereby granted and
 bargained with their Appurtenances unto the
 John Leith his Heirs and Assigns against him
 the said John Painter and his Heirs and all
 and every other person and persons whatsoever
 shall and will warrant and for ever defend by these
 Presents In Witness whereof the said John Painter
 hath hereunto set his hand & Seal the Day and
 Year first above written
 Sealed and Delivered by John Painter 
 In the Presence of

Received of John Leith the sum of Seventy five
 pounds Current money of Virginia in full satisfaction
 of the within mentioned Consideration
 In Witness whereof I have hereunto set my Hand
 this 14th day of August 1751
 Teste

John Painter

At a Court continued and held for Woodcock
 County on Wednesday the 14th day of Aug^r 1751
 This Release for Land from John Painter to John Leith with
 the Receipt Indorsed were acknowledged in open Court
 by the said John Painter and Hannah the wife of the said
 John being first privately examined / relinquished her
 Right of Power in the Land conveyed by her Husband
 which release and relinquishment on the motion of the
 said John Leith were admitted to Record

Es.

Teste

Wood. C. C.

At a Court continued and held for Frederick
County on Wednesday the 14 day of Aug^r 1751
This Release for Land from John Painter to John Leith with
the Receipt Indorsed were acknowledged in open Court
by the said John Painter and Hannah the wife of the said
John being first privately examined / relinquished her
Right of Power in the Land conveyed by her ^dHusband
which release and relinquishment on the motion of the
said John Leith were admitted to Record

Detail from previous page: Showing name of John Painter's wife: "Hannah"

