

Indenture Made the twenty fifth day of July, in the year of our Lord Christ
126. One thousand seven hundred and sixty nine Between William Adair and Mary his wife
of the County of Tryon in the Province of North Carolina of the one part, and David Sterret of
the County of Cumberland and Province of Pennsylvania of the other part Witnesseth that
for and in consideration of the sum of Twenty pounds Bro. Money to the said W. Adair
and Mary his wife in hand paid by the said David Sterret, at and before the sealing &
delivery of these presents the receipt whereof they the said William Adair and Mary his wife
doth hereby acknowledge and thereof doth exonerate, acquit and forever discharge the said
David Sterret his heirs Executors and administrators by these presents, they the said William Adair
and Mary his wife hath given, granted, bargained, sold, Alien, Released and confirmed
and by these presents doth give, grant, bargain, sell, Alien, Release and absolutely confirm
unto the said David Sterret in his actual possession now being by virtue of a Bargain and
sale to him thereof made by the said William Adair and Mary his wife for one whole year
by indenture bearing date the day before the date of these presents and by force of the statute
for transferring uses into possession, and to his heirs and assigns forever, all that tract, piece
or parcel of land, situate lying and being in the County of Tryon, in the Province of North
Carolina on the South side of the Catawba River, on the S. Fork of Finking Creek, being
the uppermost half part of the plantation where on the said William Adair now lives on,
Beginning at a Red Oak at the old beginning corner, thence along the old line S 28 W.
70 Chains to a post, thence S 75. E. 40 Chains to a post, in a branch, thence N 28 E. 70 Chains to
a kickory on the old line, thence N 57 W. 40 Chains to the beginning, containing by
estimation Two Hundred and eighty five Acres, be the same more or less, it being one half
of a tract of Five hundred and seventy acres of land granted by his Majesty's patent to
Abraham Huykendall bearing date the 27.th day of March 1753 and conveyed by the
said Abraham Huykendall unto the said William Adair by lease and Release
bearing dates the 16.th and 17.th day of May 1754, Reference thereto had well more fully
and at large appear, and all houses, buildings, Orchards, Gardens, inclosures, improve-
ments, Woods, trees, ways, waters, watercourses profits, commodities, hereditam-
ents and appurtenances to the same belonging, or in any ways appertaining, and
the Reversion and Reversions, Remainder and Remainders, Rents issues and
profits thereof, and all the estate, right, title, interest, use, trust property, claim
and demands whatsoever, either in Law or equity of them the said William Adair and
Mary his wife of in and to the said premises, and all deeds Records, evidences and
writings, touching or concerning the same to have and to hold the said desc-
ribed tract or parcel of land, and all and singular the premises hereby granted
and Released, and every part parcel and member thereof with their and every of their
appurtenances unto the said David Sterret his heirs and assigns to the only proper
use and behoof of the said David Sterret his heirs and assigns forever and to
and for no other use, intent or purpose whatsoever and the said William Adair
and Mary his wife for them and their heirs, Executors and Administrators doth
covenant, promise and agree to and with the said David Sterret his heirs, exec-
utors, Administrators and assigns by these presents, they the said William Adair
and Mary his wife now at the time of sealing and delivery of these presents is
seized of a good sure perfect, Absolute and indefeasible estate of inheritance full sample
of and in the premises hereby granted and Released and that they have not heretofore
omitted, committed or suffered any act, matter cause or thing whatsoever whereby
the

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the said Two hundred and eighty five Acres of Land, hereditaments and premises or any part, part or member thereof are, is, shall or may be impeached, charged or incumbered in title charge or estate or other ways by any person or persons whomsoever, and that the said William Adair and Mary his wife hath good power, lawful and absolute authority to grant and convey the same to the said David Stewart his heirs & assigns in manner and form aforesaid, and that the said premises now are free and clear and freely and clearly acquitted & discharged of and from all former and other gifts grants bargains sales, dower and title of dower Mortgages entails annuities Judgments, executions titles, troubles charges and incumbrances whatsoever prior to the date hereof, the quitrents to grow due and payable to his Majesty his heirs & successors and also the one half of all gold and silver mines for the use of his Majesty only excepted, and preserved, and further that the said William Adair and Mary his wife and their heirs and all and singular the premises hereby granted and released with their and every of their appurtenances unto the said David Stewart his heirs and assigns against them the said William Adair and Mary his wife and their heirs and against all and every other person & persons whomsoever, shall and will warrant and forever defend by these presents, and Lastly the said William Adair and Mary his wife and their heirs shall and will at any time or times hereafter at and upon the reasonable request, at the cost and charges of the said David Stewart his heirs and assigns make and execute or cause to be made done & executed all such further and other reasonable act and acts conveyance and conveyances or assurance in the Law whatsoever for the further and better conveying and assuring the said described premises with their appurtenances (as respecting errors if any there be, unto the said David Stewart his heirs and assigns forever as by the said David Stewart his heirs or assigns or by his or their Council learned in the Law shall be reasonably devised, advised or required in Witness whereof the said William Adair and Mary his wife have hereunto set their hands and seals the day month and year first above written.

Signed Sealed & Delivered
in presents of

Wm Adair (Seal)
Mary Adair (Seal)

Samuel Nesbitt } North Carolina
James Williamson } Tryon County } July Term 1769.

This is to

certify that the execution of the within Lease and Release was duly proved in open Court and recorded in the Clerks Office according to Law.

Ezekiel Polk C. C.

Let it be Registered

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II. This Indenture Made the twenty sixth day of September in the year of Our Lord
129. Christ One thousand seven hundred and sixty eight Between James Ferguson late of the Province
of North Carolina, Mecklenburg County, Farmer, of the one part, and Mores Ferguson of the Province
aforesaid County of Mecklenburg School Master, Metropolis, that for and in consideration of the
sum of Twenty pounds Current money of the Province aforesaid to him the said Mores Ferguson
& is hand paid by the said James Ferguson at and before the sealing and delivery of these
presents the receipt whereof he the said Mores Ferguson doth hereby acknowledge and thereof
doth extonerate acquit and forever discharge the said James Ferguson his heirs, executors
and Administrators by these presents he the said Mores Ferguson have given granted,
bargained