

July 14, 1967  
 Mailed to:  
 Austin Pendleton Firm  
 1701 K Street, N. W.  
 Washington, D. C.  
 20036

THIS DEED, Made this 25th day of May, 1967, by and between Wayne L. Hayes and Dorothy P. Hayes, husband and wife of Amisville, Rappahannock County, Virginia, parties of the first part; Pancom, Inc., a non-stock corporation organized and existing under the laws of the State of Virginia, party of the second part; John Alexander and T. Linwood May, Trustees, of Warrenton, Fauquier County, Virginia, parties of the third part; and Fauquier Savings and Loan Association of Warrenton, Virginia, Beneficiary and Noteholder, party of the fourth part, witnesseth;

WHEREAS, the parties of the first part own and hold a certain tract or parcel of land located in Jackson Magisterial District, Rappahannock County, Virginia, and

WHEREAS, the said parties of the first part have agreed to sell a portion of said land hereinafter more particularly described to Pancom, Inc., party of the second part hereto, who are desirous of acquiring the same, and

WHEREAS, the parties of the first part executed to John Alexander and T. Linwood May, Trustees, a certain deed of trust dated and recorded December 31, 1965, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 85, at page 338, to secure to Fauquier Savings and Loan Association a certain indebtedness, and

WHEREAS, the parties of the third and fourth parts hereto are willing to release the tract or parcel of land hereinafter described from the lien of said deed of trust,

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid to the parties of the first part by the parties of the second part and other good and valuable considerations, the receipt of all of which is hereby acknowledged, said parties of the first part hereto do hereby grant and convey unto Pancom, Inc., with GENERAL WARRANTY, the following described real estate together with any buildings and improvements thereon and privileges and appurtenances therewith connected, situate, lying and being in Jackson Magisterial District, Rappahannock County, Virginia, more particularly described as follows, to-wit:

"Beginning at a point in the middle of the Rappahannock River designated by an iron pipe 40 feet from the center of said River on line S 86° 33' 30" W, thence approximately

1300 feet on said line to a steel stake at the base of an electric utility pole on the edge of the Putnam right-of-way to the westernmost brace stake on the other electric utility pole westerly with the said right of-way, thence running/northwesterly to a steel stake near thence the edge of the roadway leading to the Rappahannock River, thence northeasterly to a large forked sycamore on the bank of the Rappahannock River, thence to the middle of said River and with the middle of the Rappahannock River to the point of beginning, containing 18 acres more or less.

The tract or parcel of land hereby conveyed is a part of the same land conveyed to the parties of the first part by William J. Baumback, et ux, December 8, 1965, and recorded December 31, 1965, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 85, at page 335.

Reference is hereby made to the aforesaid deed and to various plats of record for a more complete and accurate description of the tract of land hereby conveyed.

It is expressly understood and agreed by and between the parties of the first part and the parties of the second part as follows:

1. that the sale of this tract or parcel of land is a sale in gross and not by the acre;
2. that the officers of the party of the second part have walked around the boundary of the tract of land and accept the same as described herein regardless of the acreage;
3. that in agreeing to the above sale in gross, the party of the second part hereby joins in this instrument thereby indicating its acceptance of this tract or parcel of land in gross as stated aforesaid;
4. that the party of the second part shall have unlimited use of all common roadways, lakes and/or ponds, creeks, thirty (30) feet around Lake Mosby and Lake Wilson, and that certain parcel of bottom land containing approximately five acres located near the confluence of Whit Oak Run and the Rappahannock River in common with others;
5. that the party of the second part shall have the use of the Putnam Right-of-Way;

6. that the party of the second part or its assigns shall not be obligated to maintain or defray, in whole or in part, the cost of maintaining any of the common facilities and lands in the said Rappahannock Park;

7. that the parties of the first part agree to furnish, at the option of the party of the second part, road maintenance of all common roadways in Rappahannock Park and the grading of the private road described in paragraph 8. hereof for a period of five (5) years from the date of this instrument at the price of Fifty Dollars (\$50.00) per year;

8. that the parties of the first part agree at their own expense to clear, grub, grade and crown a one-lane road on the herein described property from the presently cleared area on the Putnam right-of-way to the top of the ridge nearest the Rappahannock River, on a route to be determined by the party of the second part and the parties of the first part, and a turn-around space at the end of said road, PROVIDED that, the parties of the first part shall not be obligated to expend more than Five Hundred (\$500.00) Dollars upon the said work and it is further agreed that the party of the second part shall cut the trees for the said road and the parties of the first part shall complete their work on the road within sixty (60) days from the time that the said trees are cut; and

9. that agreements and conditions contained in this instrument shall not be diminished or modified in any way without the express consent of the party of the second part.

The said parties of the first part covenant that they have the right to convey the said land to the said party of the second part; that they have done no act to encumber said land; that the party of the second part shall have quiet possession of said land free from all encumbrances; and that the said parties of the first part will execute such further assurances of the said land as may be requisite.

The parties of the third and fourth parts hereto, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid each of them by said parties of the first part and party of the second part hereto, the receipt thereof being hereby acknowledged, do hereby remise, release and discharge unto the party of the second part the tract of land hereinbefore more particularly described, from the lien of the deed of trust executed as afore-

ATTEST:



ASSISTANT SECRETARY

STATE OF VIRGINIA, to-wit:  
COUNTY OF ~~FAUQUIER~~ <sup>FAUQUIER</sup>

I, Nancy Ann Clark, a Notary Public in and for the County and State aforesaid, do hereby certify that Wayne L. Hayes and Dorothy P. Hayes, husband and wife, whose names are signed to the above writing bearing date on the 25th day of May, 1967, did acknowledge the same before me in my County and State aforesaid.

My Commission Expires 6/10/68.Given under my hand this 8<sup>th</sup> day of JUNE, 1967.

Nancy Ann Clark  
NOTARY PUBLIC

STATE OF VIRGINIA  
District of Columbia  
COUNTY OF ~~FAUQUIER~~, ss;

I, Muriel Understein, a Notary Public in and for the County and State aforesaid, certify that Arthur P. Fum and Alice L. Price, whose names as President and <sup>Co-P.</sup> Secretary of Pancom, Inc. are signed to the above deed bearing date on May 25, 1967, have acknowledged the same before me in my <sup>District</sup> County aforesaid.

My Commission Expires 9/30/69.Given under my hand this 30<sup>th</sup> day of May, 1967.

Muriel Understein  
NOTARY PUBLIC

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, ss;

I, Th. J. Bradley, a Notary Public in and for the State and County aforesaid, do hereby certify that John Alexander, Trustee, whose name is signed to the foregoing writing bearing date on the 25th day of May, 1967, has this day acknowledged the same before me within my County and State aforesaid.

said by the parties of the first part to the parties of the third part hereto.

It is expressly understood and agreed by and between the parties hereto that the release of this portion of the said real estate just described, from the lien of the said deed of trust, shall not affect nor in anywise impair the security of said deed of trust upon the portion of any premises except the premises hereinabove particularly described.

IN WITNESS WHEREOF, the said parties of the first part and the said parties of the third part have hereunto set their signatures and seals; Pancom, Inc., which has caused its official name to be hereunto subscribed by the President and its seal to be hereunto affixed by the Secretary, the day, month and year first above written; and, the said Fauquier Savings and Loan Association has caused its official name to be hereunto subscribed by the President and its seal to be hereunto affixed by the Assistant Secretary, the day, month and year first above written.



Wayne L. Hayes (SEAL)  
WAYNE L. HAYES



Dorothy P. Hayes (SEAL)  
DOROTHY P. HAYES

Pancom, Inc.



By: John Alexander  
PRESIDENT



ATTEST:

Alice R. Price  
SECRETARY

John Alexander (SEAL)  
JOHN ALEXANDER, TRUSTEE

T. Linwood May (SEAL)  
T. LINWOOD MAY, TRUSTEE

FAUQUIER SAVINGS AND LOAN ASSOCIATION

By: P. P. Nelson  
PRESIDENT

