

GORDON H. MacDOUGALL

TO: ( DEED OF B & S  
DOUBLE E LAND AND CATTLE COMPANY

Mailed NOV 21 1969

To: Henry Whiting, Esq., Atty.  
20 S. Cameron Street,  
Winchester, Va.

Tax Purposes:  
11700 Beall Mount Road,  
Potomac, Maryland. 20854

15,306  
W/a  
10/8/69

#1355  
====

THIS DEED made and dated this 15<sup>th</sup> day of October 1969 by  
and between Gordon H. MacDougall, single, party of the first 427  
part, and Double E Land and Cattle Company, a Virginia Corporation,  
party of the second part.

WITNESSETH: That for and in consideration of the sum  
of Ten Dollars (\$10.00) and other good and valuable consideration,  
the receipt of all of which is hereby acknowledged, the party  
of the first part does hereby grant, bargain, sell and convey  
with general warranty of title, unto the party of the second  
part, its successors or assigns, the following described property  
and appurtenances thereunto belonging:

All that certain tract of land in Chapel Magisterial  
District, Clarke County, Virginia, containing 280.66 acres, more  
or less, acquired by the party of the first part by deeds of:

(1) A.C. Moore and wife, dated October 26, 1964 of record  
in the Clarke County Circuit Clerk's Office in Deed Book 71 at  
page 213, wherein said tract is described as 119 acres tract but  
a subsequent survey of Quentin R. Shortt, Certified Land Surveyor,  
dated May 1965, copy attached and by reference made a part  
hereof, shows the tract as 106.72 acres;

(2) Gladys E. Lawson, widow, dated June 1, 1957 of record  
in Deed Book 51 at page 358 in the aforesaid Clerk's Office,  
estimated to contain 126 acres in said deed; and

(3) E.J. Rothfuss, and wife, dated April 23, 1958, of  
record in Deed Book 54 at page 109 in the aforesaid Clerk's Office,  
described therein as 9.8 acres, more or less.

(4) All easements and rights appurtenant to the property  
hereby conveyed over other properties.

Said Lawson and Rothfuss conveyances (2 and 3 above) are  
described as 183.88 acres in a plat and survey of Quentin R.  
Shortt, dated December 1960 and recorded in the aforesaid Clerk's  
Office in Deed Book 63 at page 60.

Party of the first part reserves from this conveyance:

428

(1) 10.00 acres, shown as tracts "A" and "C" and a right of way over Tract "B", all from the southwest corner of the Lawson tract (2 above) and shown on the attached plat and survey of Richard Goode, dated August 26, 1969, by reference incorporated herein.

(2) A non-exclusive right of way for foot and vehicular traffic not exceeding 10 feet in width from his residence to and from the Shenandoah River.

(a) over the old road as shown on the plat recorded in Deed Book 63 at page 60, across the land of John T. Mercer and the Lawson and Rothfuss tracts, or at grantees option - across the Lawson and Rothfuss tracts along the old road shown on said plat leading north and northeast and southeast from the 10 acres reserved herein.

(b) over the old road on the Lawson tract as shown on the plat recorded in Deed Book 63 at page 60 to the road of Calmes Neck Estates and along said road to Route 606.

(3) Non-exclusive access for foot and vehicular traffic across the John T. Mercer tract shown on the plat recorded in Deed Book 63 at page 60 to Route 606.

(4) Non-exclusive access by foot to said river over the Kingdom Come Camp area as shown along the old road as shown on said plat in Deed Book 63 at page 60, and.

(5) The right to moor a boat 150 feet west of the mouth of the Morgan Mill Branch, shown as the Northeast boundary of said 183.88 acres on said plat in Deed Book 63 at page 60.

Grantee shall have the right to relocate any of said easements at its expense at any time, provided access is always given to said Route 606 and said river.

Reference is here made to the aforesaid instruments and the attachments and the references therein contained for a further and more particular description of the property hereby conveyed.

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This conveyance is made subject to all duly recorded and enforceable restrictions, easements and rights of way.

Except as noted above, the Grantor covenants that he has the right to convey said property to the Grantee; that he will execute such further assurances of said property as may be requisite; that he is seized in fee simple of the property conveyed; and that the Grantee shall have quiet possession of said property free from all encumbrances.

WITNESS the following signature and seal:

 (SEAL)  
Gordon H. MacDougall

STATE OF VIRGINIA

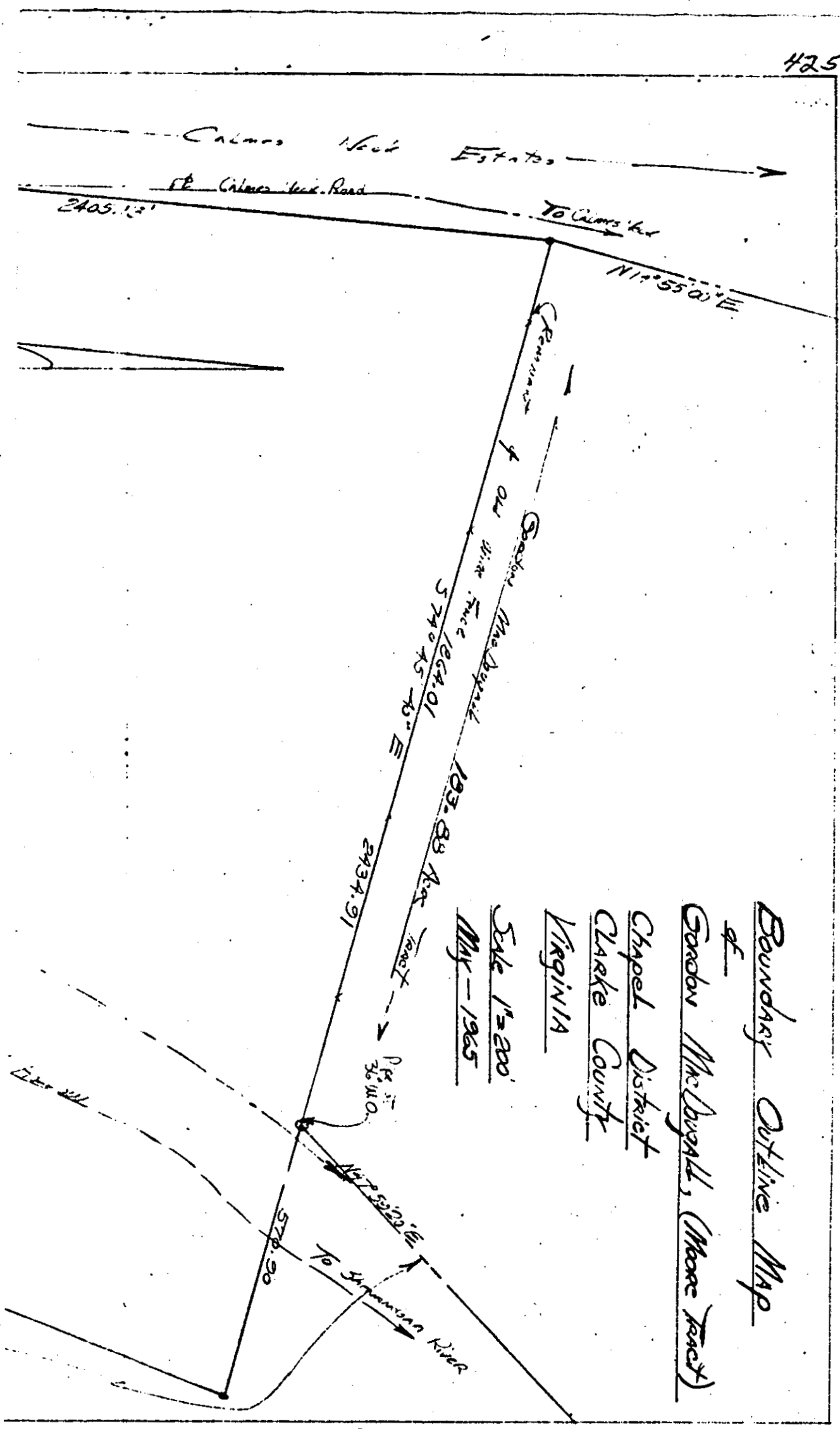
City OF Winchester, To-wit:

I, Dian L. McDaniel, a Notary Public in and for the State and City aforesaid, hereby certify that Gordon H. MacDougall, single, whose name is signed to the foregoing deed dated the 24th day of October 1969 has this day personally appeared before me and acknowledged the same.

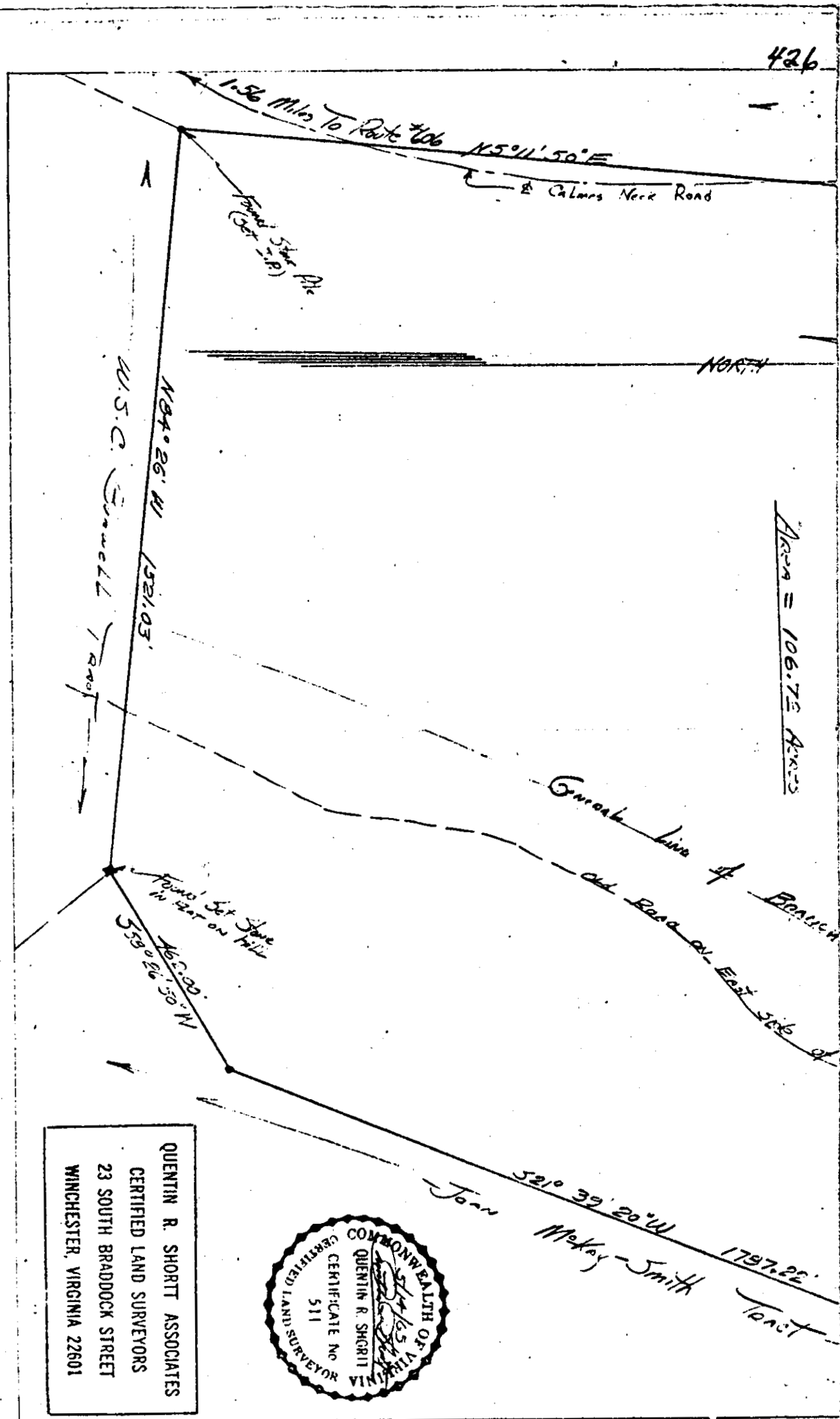
Given under my hand this 24th day of October 1969.

My Commission expires June 27, 1973.

  
Notary Public



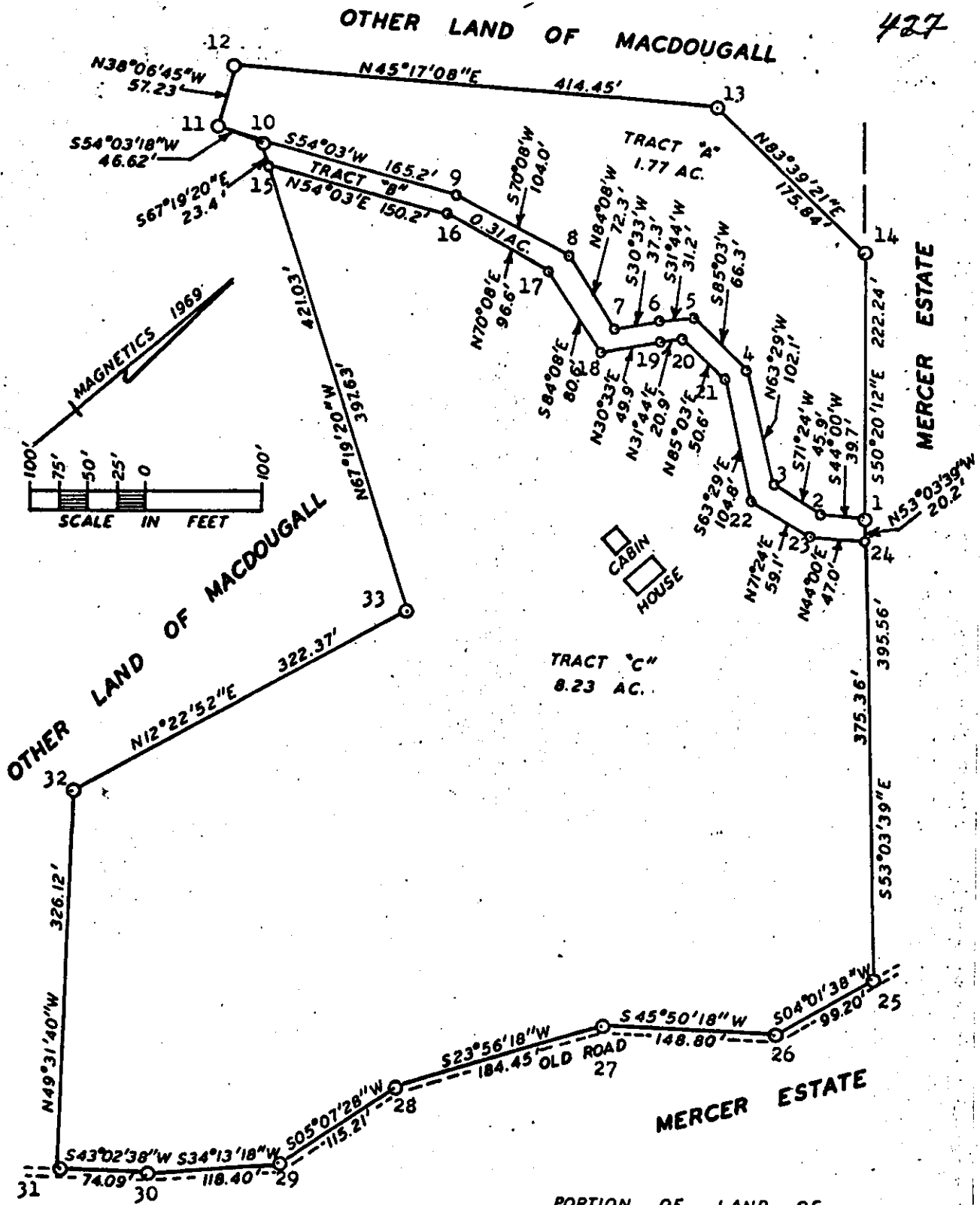
426



QUENTIN R. SHORTT ASSOCIATES  
 CERTIFIED LAND SURVEYORS  
 23 SOUTH BRADDOCK STREET  
 WINCHESTER, VIRGINIA 22601



3)  
 5/10/29



JOAN MACKAY-SMITH

PORTION OF LAND OF  
GORDON MACDOUGALL

LOCATED ABOUT 6 MILES SOUTH  
OF BERRYVILLE AND SITUATE IN  
CHAPEL DISTRICT, CLARKE COUNTY,  
VIRGINIA.

*Richard U. Goode*  
RICHARD U. GOODE  
CERTIFIED SURVEYOR  
BERRYVILLE, VIRGINIA  
AUGUST 26, 1969

7014

VIRGINIA: In the Clerk's Office of Clarke County Circuit Court  
October 23rd., 1969. This Deed was presented and upon the annexed  
certificate of acknowledgment admitted to record at 9:00 A.M. The  
taxes imposed by Section 58-54, (a) and (b), of the Code have been  
paid..

Teste: *[Signature]* Clerk..

DOUBLE E LAND AND CATTLE COMPANY

TO: ( DEED OF TRUST  
J. SLOAN KUYKENDALL, TRUSTEE  
HENRY H. WHITING, TRUSTEE

Mailed NOV 21 1969

To: Henry Whiting, Esq., Atty.  
20 S. Cameron Street,  
Winchester, Virginia. 22601

15,306  
W/a  
10/15/69  
#1356  
=====

THIS PURCHASE MONEY DEED OF TRUST made and dated this **428**  
15th day of October 1969 by and between Double E Land and Cattle  
Company, a Virginia Corporation, party of the first part, and  
J. Sloan Kuykendall of Winchester, Virginia, and Henry H. Whiting  
of Frederick County, Virginia, Trustees, either one or all of  
whom may act, parties of the second part.

WITNESSETH: That for and in consideration of One Dollar  
(\$1.00) in hand paid by the said Trustees to the party of the  
first part, on or before the delivery of this deed of trust,  
the receipt of which is hereby acknowledged, the party of the  
first part does hereby grant and convey, with general warranty  
of title, unto the said Trustees, and their successors forever,  
the following real estate, to-wit:

All that certain tract of land in Chapel Magisterial  
District, Clarke County, Virginia, containing 280.66 acres, more  
or less, and being the same property acquired by the Grantor  
by deed of Gordon H. MacDougall, bearing even date herewith,  
recorded in the Clarke County Circuit Court Clerk's Office immediately  
preceding the recordation of this trust.

TO HAVE AND TO HOLD the property herein conveyed to  
the said Trustees and their successors forever.

BUT UPON THIS TRUST NEVERTHELESS: To secure the holder  
thereof the payment of one negotiable bond of even date herewith  
drawn by the party of the first part in the sum of Fifty Five  
Thousand Dollars (\$55,000.00) payable to the order of Gordon H.  
MacDougall, with interest at the rate of six (6) per cent per  
annum in eleven (11) successive annual installments of \$5,000.00  
each.

AND FURTHER IN TRUST, to secure the payment of any money,  
with interest thereon, advanced by the holder of the hereinabove  
described bond to the party of the first part or its successors  
in title at any time before the release of this deed of trust for  
any purpose to the extent that the amount advanced at any one time  
when added to the balance due on the original indebtedness and any  
prior advance, shall not exceed the amount originally secured by  
this deed of trust.

I certify that the written evidence of said debt was produced  
before me, marked paid and cancelled and I attest the signature(s)  
this 14th day of Oct. 1969

*Heber Butler, Jr. - Clerk*

The debt of \$55,000.00 secured by this trust having been paid in  
full and satisfied, the lien securing the same is hereby released  
and discharged this 14th day of Oct. 1969

*Gordon H. MacDougall*  
*Heber Butler, Jr. - Dep. Clerk*

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This deed of trust is executed and is to be construed in accordance with all the provisions of Sections 55-59 and 55-60 of the Code of Virginia, and all amendments thereto, except as otherwise provided herein.

Advertisement required: A single publication of notice of sale at least ten (10) days before the date of sale in any newspaper of general circulation or published where the property is located. Commission of two and one-half per cent (2-1/2%) of indebtedness due Trustees if property advertised but indebtedness paid before sale.

Right of anticipation reserved upon sixty (60) days written notice, but limited to \$10,000 in any one year. Exemptions waived. Subject to all upon default. Insurance required against fire and other calamity in the amount of the original indebtedness secured hereby. Grantor shall be entitled to a partial release of the property at \$250.00 per acre or \$10.00 per front foot - frontage of land (with a depth of 432 feet) upon the river or Calmes Neck Road whichever is the most of the amounts paid upon the principal.

All powers conferred by this deed of trust on said Trustees may be exercised by any one or all of said Trustees.

The holder of the indebtedness secured by this deed of trust is hereby granted the power to appoint a substitute Trustee, or Trustees, in accordance with the provisions of Section 26-49 of the Code of Virginia in the event of the resignation, death, incapacity, disability, removal or absence from the State of a Trustee or Trustees; such substitute Trustee or Trustees shall be designated by instrument duly executed, acknowledged and recorded among the land records where the property is located and shall have the same powers as if originally named herein.

WITNESS the following signatures and seals:

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DOUBLE E LAND AND CATTLE COMPANY

By *K. M. Endicott*  
President

*Frances C. Endicott*  
Secretary

STATE OF MARYLAND

County OF *Montgomery* To-wit:

I, *Charles B. Hollman*, a Notary Public in and for the State and County aforesaid, hereby certify that Kenneth M. Endicott as President; and Frances C. Endicott as Secretary, whose names are signed to the foregoing deed dated this 15th day of October 1969 have this day personally appeared before me and acknowledged the same, in behalf of the said Double E Land and Cattle Company, respectively; seal affixed to the said instrument is the true and corporate seal of said Double E Land and Cattle Company; that same has been affixed thereto by due authority.

Given under my hand and notarial seal this 15th day of October 1969.

My Commission expires 7/1/70



*Charles B. Hollman*  
Notary Public

Va. Clarke Co., SCT.  
This instrument of writing was produced to me on the 23 day of October, 1969 at 9:00 A. M. and with certificate of acknowledgement thereto attached was submitted to record

*J. J. J.* Clerk

DOUBLE E LAND AND CATTLE COMPANY

TO: ( DEED OF B & S

GORDON H. MacDOUGALL

Mailed NOV 21 1969

To: Henry Whiting, Esq., Atty.  
20 S. Cameron Street,  
Winchester, Va. 22601

Tax Purposes:  
Bluemont, Virginia.

15,306  
w/a  
10/10/69

#1357  
=====

THIS DEED made and dated this <sup>th</sup>15 day of October 431  
1969 by and between Double E Land and Cattle Company, a Virginia  
Corporation, party of the first part, and Gordon H. MacDougall,  
single, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars  
(\$10.00) cash in hand paid, and other valuable consideration,  
receipt of which is hereby acknowledged, the said Double E Land  
and Cattle Company does hereby grant, bargain, sell and convey  
with general warranty of title, unto Gordon H. MacDougall, single,  
all that certain tract of land, situated about five (5) miles  
Southeast of the Town of Berryville, in Chapel Magisterial District,  
Clarke County, Virginia, lying East of and abutting on the West  
upon the Shenandoah River, known as "Calmes Neck Estates,"  
designated as Lot No. 23 on the plat of "Calmes Neck Estates" as  
recorded in the Office of the Clerk of the Circuit Court of  
Clarke County, Virginia, in Deed Book 58, at page 506. This  
property is conveyed subject to the Protective Covenants, Conditions,  
Reservations and Restrictions set forth in the Deed of Dedication  
dated December 26, 1967 recorded in the aforesaid Clerk's Office  
in Deed Book 80, at page 168, as well as all other duly recorded  
respective easements and rights of way.

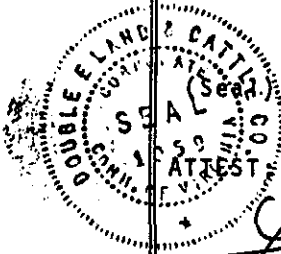
The party of the first part covenants that it is seized  
in fee simple of the property hereby conveyed; that it has a  
perfect right to convey the same; that the said property is free  
from encumbrances of any kind; and that it will execute such  
further assurances as may be requisite to secure to the parties  
of the second part quiet possession and complete enjoyment thereof.

WITNESS the following signatures and seals:

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DOUBLE E LAND AND CATTLE COMPANY

By *Kenneth M. Endicott*  
President



*Frances C. Endicott*  
Secretary

STATE OF MARYLAND

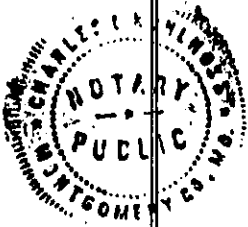
*County of Montgomery* OF *Montgomery* To-wit:

I, *Charles B. Stollman*, a Notary Public in and for the *County of Montgomery* and State aforesaid, do hereby certify that Kenneth M. Endicott as President; and Frances C. Endicott, as Secretary, whose names are signed to the foregoing instrument, bearing date the *18th* day of October, 1969, have personally appeared before me in my said *County of Montgomery* and State aforesaid, in name and behalf of the said Double E Land and Cattle Company, respectively; seal affixed to the said instrument is the true and corporate seal of said Double E Land and Cattle Company; that same has been affixed thereto by due authority.

My commission expires *7/1/70*

Given under my hand this *15th* day of October, 1969.

*Charles B. Stollman*  
Notary Public



VIRGINIA: In the Clerk's Office of Clarke County Circuit Court  
October 23rd, 1969... This Deed was presented and upon  
the annexed certificate of acknowledgment admitted to record at  
9:10 A. M. The taxes imposed by Section 58-54, (a) and (b),  
of the Code have been paid.

TESTE: *J. J. [Signature]* CLERK