aforesaid shall be in arrear and unpaid by the space of sixty days next after the time on which the same is above reserved to be paid the same being first lawfully demanded, that then it shall and may be lawful to and for the said John Smith his heirs or assigns into the said demised premises or any Part thereof in the name of the whole to reenter, and the same to have again repossess Occupy and enjoy, as in his or their former estate until all such arrear=ages of rent with legal interest therefore and all and every cost charge and expence incurred by the said John Smith his heirs or assigns by reason of the Nonpayment of the said rent shall be fully satisfied and paid; or make distress therefore at his or their Option and also if the Yearly rent or sum of fifty Dollars Current Money as aforesaid shall be in arrears and unpaid by the space of one whole Year next after the time on which the same is above reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said John Smith his heirs or assigns into the said Demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess Occupy, and enjoy as in his or their former Estate; and that then and in such case this indenture and every Clause matter and thing therein Contained shall from thence forth be utterly void and of none effect and the said George Thornburgh for himself his Executors, Administrators and assigns doth Covenant and agree to and with the said John Smith his heirs and assigns well and truly to pay the above reserved Yearly rent or sum of fifty Dollars Current Money as afore=said at the time above limited for the Payment of the same and the said John Smith for himself his heirs and assigns doth hereby Covenant and agree to and with the said George Thornburgh and his assigns that he the said George Thornburgh and his assigns on the Payment of the rent and Performance of the Covenants herein before mentioned and reserved on the part of the said George Thornburgh and his assigns to be paid and performed shall and may Peaceably and quietly have hold use Occupy possess and enjoy the above demised land and premises with (their)

their, and every of their appurtenances for and during the aforesaid term of Ninety nine years for which the same is above demised without the let trouble or interruption of him the said John Smith his heirs or assigns or any other person or Persons claiming any thing therein by from or under him them or any of them or by his or their Privity or Procurement and also that the said John Smith his heirs and assigns at any time or times hereafter during the continuance of this present demise on the request and at the cost and charge of him the said George Thornburgh and his assigns and on his or their Payment or tendering in Payment the sum of fifty Dollars Current Money as aforesaid as afore=said therefore to the said John Smith his heirs and assigns make and execute or cause to be made and executed anew Lease of the above demised land and Premises for other ninety nine Years to commence and take effect from and at the end of the term for which the same is above demised subject to the same rents and under the like covenants clauses and agreements as are herein before men=tioned so that this Present demise may be renewable and renewed forever; and further that he the said John Smith his heirs & assigns on the request & at the Cost & Charge of him the said George Thornburgh his Executors administrators or assigns & on his or their paying or tendering in payment all the rent then due and the further sum of, six hundred & sixty six Dollars and sixty seven cents Current money of the united States to the said John Smith his heirs or assigns shall & will make & Execute or cause to be made and Executed a Deed in fee simple for the said piece or parcel of Ground to the said George Thornburgh his heirs & assigns forever & the said George Thornburgh doth for himself his executors administrators & assigns Covenant & agree to and with the said John Smith his heirs & assigns that he the said George Thornburgh his Executors, administrators & assigns shall not at any time or times hereafter erect or build or cause to be erected or built or suffer any Person or Persons to erect or build any Slaughter house or tan Yard or any other house for killing of Cattle Sheep or hogs on the said piece or parcel of Ground & Premises hereby Demised. In Witness whereof the parties hereto have set their hands & seals the day & Years first above Written (N.B. (the)