or this Present or any future Demise or Lease of the Premisses shall not be assigned Transferred or set over To any Person or Persons Whatsoever unless there shall be previously paid to the said Edward Fell his Heirs or Assigns one whole Years Rent in the Name of and as a fine for to Assign as aforesaid AND It is Also Provided and hereby expressly Covenanted Granted Concluded and Agreed by and between the said Parties To These Presents for themselves their Heirs Executors Administrators and Assigns Respectively That in Case such House shall not be so built within the Two Years herein before mentioned that then the said Thomas Dick his Heirs Administrators or Assigns upon his or their paying or tendering the Sum of Three Pounds Ten Shillings Sterling Money to the aforesaid Edward Fell his Heirs or Assigns as a fine within one Month next after the Expiration of the said Two Years shall and may have Two Years Commencing from the Expiration of the first Mentioned Two Years for the Erecting Building ~~Building~~ and Compleating the said House But if Default shall be made in the Building the said House within the first Two Years Limitted for the Building thereof and also In the Payment of the said Sum of Three Pounds Ten Shillings Sterling Money within the said ~~Twenty one~~ Month Next after the Expiration thereof or that after such last mentioned Payment There Shall happen to be Default in the Erecting Building and Compleating such House as aforesaid within The Two Last Years Limmitted for the erecting Building and Compleating such House or if Default shall

be made in the Payment of any one Years Rent for the Space of Six Months Next after the Day in which the same ought To have been paid or in Case the said Thomas Dick his Executors Administrators or Assigns shall Assign Transfer or Convey the said Demised Premisses or any Part thereof or This Present Lease or any Future Demise without paying The fine as aforesaid that then it shall and may be lawful upon any such Default or Assignment Transfer or Conveyance as aforesaid Contrary to The True Intent and Meaning of These Presents for him the said Edward Fell Into the said Demised unimproved Premisses or into any Part or Parcel thereof in the Name of the whole to Re enter and the same and every Part thereof again to have hold Possess and enjoy as in his and Their former Estate as if this Present Demise had never been made and upon such Default as aforesaid or any such Assignment Transfer or Conveyance Contrary to the True Intent and Meaning hereof These Presents and every Clause Article Matter and Thing therein Contained as from Against him the said Edward Fell his Heirs and Assigns shall Immediately thereupon cease Determine and be Absolutely void to all Intents Constructions and Purposes Whatsoever In Witness whereof Both Parties to These Presents have hereunto Interchangeably set Their Hands and Seals the Day and Year first above Written

Edward Fell (L.S.)

In Presence of Us
The Words paying ye fine between ye Ninth & tenth Line being first Interlined Ninaton Gay Bond

Tho. Dick (L.S.)

On the 3d Day of April 1762 Came the within (Named)