or Lawfull Attorney to Distrain in & upon any Part of the Demised Premises for the Rent aforesaid upon non payment thereof & the said James Giles for himself his heirs Executors administrators & assigns doth hereby Covenant grant & agree to and with the aforesaid Capt. James Phillips his Executors administrators & assigns that he the said James Giles his heirs & assigns or Lawfull Attorney shall and will upon the Request & at the Costs & Charges of the aforesaid Capt. James Phillips his Executors administrators & assigns & upon his or their paying & tendering the Sum of Four pounds ten Shillings Sterling in the name of and as a fine for Renewment at any time During the Continuance of this Present Demise make & Execute to him the said Capt. James Phillips his Executors administrators or assigns so Requesting and Paying & Tendering as aforesaid a Lease or Demise of the said Demised Premises for ninety nine Years to take Effect and Commence at the end of the Term hereby Demised and upon the same Rents & with and under the Like Covenants Provisos & agreements as are herein Contained so that this present Demise shall and may be Renewable & Renewed for Ever and it is also provided & hereby expressly Covenanted granted Concluded & agreed by & Between the said Parties to these presents for themselves their heirs Executors administrators & assigns Respectively that in Case Such House shall not so be Build within the two Years herein Before mentioned that then the said Captain James Phillips his Heirs Executors administrators or assigns upon his or their paying or Tendering the Sum of Four pounds Ten Shillings Sterling Money to the aforesaid James Giles his heirs or assigns or Lawfull Attorney within one Month next after the Expiration of the said two Years Shall & may have two Years Commencing from the Expiration of the first mentioned two Years for the Erecting Building & Compleating the said House but if Default Should be made in Building the said House within the first two Years Limited for the Building thereof & also in the payment of the Sum of Four Pound ten Shillings Sterling Money within the said Term of one Month next after the Expiration thereof or that after such last mentioned payment there Should Happen to be Default in Erecting Building &

Compleating

Compleating such House as aforesaid within the two Years last Limited for the Erecting Building & Compleating Such House or if any Default should 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 as aforesaid that then it shall & may be Lawfull upon any such Default as aforesaid Contrary to Contrary to the True Intent & meaning of These presents for him the said James Giles or his Lawfull Attorney into the said Demised Premises or into any part or parcell thereof in the name of the whole to Reenter & the Same & Every part thereof again to have hold Repossess & Enjoy as in his & their former Estate as if this present Demise had never been made and upon such Default as aforesaid Contrary to the True Intent & meaning thereof these presents & Every Clause article matter & thing therein Contained as from & against him the said James Giles his Heirs & assigns or Lawfull Attorney shall Immediately hereupon Cease Determine & be absolutely void to all Intents & purposes whatsoever & the said James Giles for himself his Heirs Executors administrators and assigns doth Covenant to & with the said Captain James Phillips his Heirs Executors administrators & assigns that he the said James Giles hath a Legal Right to Convey the aforesaid Premises in manner & Form as aforesaid & that he the said James Giles his Heirs and assigns the aforesaid premises as to him the said Captain James Phillips his Executors administrators and assigns will for ever warrant & Defend against him the said James Giles his Heirs & assigns and all persons Claiming by from or under them or Either of them and also will for Ever warrant & Defend the aforesaid Premises against Edward Fell Heirs or assigns or any Person claiming or to claim by from or under him the said Edward Fell or any or Either of his Heirs or assigns In Witness whereof the Parties to these presents have hereunto Interchangeably Set their hands & Seals the Day & Year above written

Sealed and Delivered in the Presence of } James Giles (Seal) James Phillips (Seal)

the words James Giles being first Interlined

Jn. Little Wm. Stone

On the 10th Day of September 1771 Came the parties to the within

Lease