543 and Assigns upon his or their Tendering in Payment the Sum of Five —
Pounds Sterling as a Fine and all the rents that shall be then due and
in Arrear unto the said Nicholas Rogers his heirs or Assigns within
One Month after the Expiration of the said Three Years shall and may
have the further Space or Time of One Year from the End of the said —
Three Years for the Erecting & Compleating such Building as aforesd. and
shall and may also have such further and longer time for the Purpose
aforesd. as shall be Requisite on Payment of a Sum of Money Proportionable
to the said Time at the rate of Five Pounds Sterling p.d Year and further
that he the said Nicholas Rogers his heirs or Assigns shall and will
upon the request and at the Proper Cost & Charge of the said [redacted]iel
Smith his Executors Administrators and Assigns upon his or their
having or Tendering in Payment the Sum of Five Pounds Sterling
paying or Tendering in Payment the Sum of Five Pounds Sterling
in the Name of and as a Fine for Renewment at any time during
the Continuance of this present Demise make and Execute to him the
said Nathaniel Smith his Executors Administrators & Assigns so
requesting Paying or Tendering as aforesd. a New Lease of the said —
demised premises for Ninety Nine Years to take Effect & Commence
at the End of the Term for which the same is hereby demised under the
same rents and with the like Covenants Clauses and agreements as
are herein Contained so that this present Demise may be Renewable —
and renewed for ever and the said Nathaniel Smith his Executors —
Admins and Assigns the aforesd. demised ground & Premises with their and
every of their Appurtenances for and during the aforesd. Term of Ninety Nine

544 Years hereby Letten shall and may Peaceably and quietly have
hold use Occupy Possess and enjoy for and on the Payment of the
rents & Performance of the Covenants Conditions & Agreements
herein before mentioned on the part of the said Nathaniel —
Smith his Executors Admins & Assigns to be paid & Performed —
according to the true intent and meaning of these presents from
and against him the said Nicholas Rogers his heirs & Assigns
and all and every other Person and Persons claiming or to Claim
any thing therein by from or under him them or any of them —
and it is hereby also provided and Expressly Covenanted or granted
Concluded and agreed upon by and between the said parties to
these presents for themselves their heirs Executors Admins & Assigns
respectively that in case such House shall not be so Built within the
aforesd. Three Years herein before limitted an Appointed for the Building and
Compleating thereof and if also default shall be made in the Payment
of the said Sum of Five Pounds Sterling within the said Term of One Month
next after the Expiration thereof or that after such last mentioned —
Payment there shall happen to be default made in Erecting & Building
the said House as aforesd. within the one Year last limitted for the Erecting &
Compleating the same and after the Expiration of the said One Year —
last mentioned there shall be default made in payment of a Proportiona-
ble Sum of Money as above directed within the space of One Month or if any
one Years rent for the Space of Six Months after any of the days & times
on which the same Ought to have been paid as aforesd. that then it shall