the Ground and soil herein before mentioned to be demised such good Substantial Buildings or other Improvements as shall be amply sufficient for Securing the Payment of the rent above reserved and further that if it shall happen that the said Yearly rent or any part thereof shall be in arrear and unpaid by the space of of Thirty days next after the time on which the same is above Reserved to be paid that then and from thence forth it shall and may be lawful to and for the said Nathaniel Smith his heirs or Assigns into the said Demised Premises to enter and make distress therefore and the same Distress to take and immediately dispose of for Payment of the said Arrears and incident Charges or therewith to enter upon him the said Elijah West or his Assigns and the same to hold possess and enjoy as in his and their former Estate anything herein specified to the Contrary notwithstanding And the said Nathaniel Smith for himself his Heirs & Assigns doth hereby covenant & grant to and with the said Elijah West his Executors Administrators and Assigns that he the said Nathaniel and his heirs shall & will at the Request & at the proper Cost & Charge of the said Elijah West and his Assigns upon his or their paying or tendering in payment of the sum of Six Pounds sterling Money as a fine therefore together with all Arrearages of Rent at any future time during the Continuance of this present Demise make and Execute a new Lease of the said demised Premises to the said Elijah West or his Assigns under the same rent and subject to the same Covenants

And Agreements as are herein before Reserved Specified and Contained so that this present Demise may be renewable & renewed forever And Lastly that he the said Elijah West and his Assigns on payment of the rent and performance of the Covenants and agreements herein Contained on the part of the said Elijah West to be paid and performed shall and may peaceably and quietly hold occupy possess and Enjoy the above demised Lots or parcels of Ground and Premises with their appurtenances without the Let Trouble Interruption or Disturbance of him the said Nathaniel Smith or his Heirs or any other Person or Persons Claiming any thing therein by from or under him them or any of them or with by his or their Means Privity or Procurement. In Witness Whereof the Parties hereto have set their Hands and affixed their Seals the day & Year first above written

Sealed & Delivered
In presence of
Ja Calhoun Abm Sam Bibber

Nath Smith (Seal)
Elijah West Junr (Seal)

Balt Coty ss On the fourteenth day of September 1778 The parties to the above Instrument of writing acknowledged the same to be their Act and Deed and themselves to be fully satisfied & Contented with the Clauses Covenants & Agreements therein specified & Contained before us the Subscribers two the Justices of the Peace for the County aforesaid duly Commissioned and appointed

Acknowledged before

Ja Calhoun
Geo Lindenberger

Received to be Recorded the 4 day of October 1778 to be Recorded Same day Recorded & Examind

Wm Gibson Clk