Brick or Stone House and constructed in Such Manner as to guard as much as may be Against the Casulty of fire and if it Shall happen that the Said yearly rent or Any part there of shall be in Arears and unpaid for the Space of Thirty days Next after any of the days or times on Which the same is Above Reserved to be paid that then it Shall and may be Lawful to and for the Said William Fell his Heirs or Assigns into the Said demised Premises to Enter and make distress in and upon any Part there of for the same and the said William Fell for himself his Heirs Executors Adminstrators and Assigns doth hereby Covenant Promise Grant & Agree to & with the Said Robert Ballard his Executors adminstrators & Assigns that if Such building Shall not be erected and compleated within the time limited for the Erecting and Completing the Said House that then and in Such case the said Robert Ballard his Heirs Executors adminstrators & Assigns upon his or their Pending in Payment the Sum of Forty two Pounds Sterling as a fine and all the rents that Shall be then due and in Arears unto the said William Fell his Heirs or Assigns within one month Month after the Expiration of the said two years shall or may have the Further space or time of two years from the end of the said two years for the erecting and Compleating of such Building Aforesaid. and further that he the said William Fell his Heirs or Assigns shall and will upon the request and at the Proper Cost and Charge of the aforesaid Robert Ballard his Heirs Executors Adminstrators or Assigns upon his or their Payment or tending or of Payment the sum of Sterling in the name of and as a fine for Renewment at any time during the Continuiance of this Present demise make & execute to him the said Robert Ballard his Executors Adminstrators or Assigns so requesting Paying or tending as Aforesaid a new Lease of the said Demised Premises for ninety nine years to take effect

and Commence at the End of the Term for which the same is hereby demised under the same rent and with the like Covenants clauses & Agreements as are herein Contained so that this Present Demise may be renewable and Renewed forever and that he the said Robert Ballard his Executors Administrators or Assigns ~~to have and enjoy the~~ the Aforesaid demised Ground and Premises with their and every of their Appurtinances for and during the Aforesaid term of ninety Nine years hereby Letten shall and may Peacably and quietly have hold use ocupy possess and Enjoy for and on the Payment of the rents and Performances of the Covenants Conditions and Agreements herein Before-mentioned on the part of the said Robert Ballard his Executors Adminstrators ~~or~~ Assigns to be had and performed according to the true Intent and Meaning of these presents from and Against him the said William Fell his Heirs and 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 granted concluded and Agreed upon by and between the said Parties to these Presents for themselves their Heirs Executors Administrators and Assigns Respectively that in case such House as aforesaid Shall not be so built within the Space of two Years herein before Limited and Appointed for building and Completeing thereof and if Also default shall be made in the payment of the said Sum of forty two 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 the said house as aforesaid within the two years last limited for the Erecting building and Compleating the same and after the Expiration of the said two years last mentioned there shall happen to be default made in Payment of a proportionable sum of money as Above directed within the Space of one month next after the Expiration of the said last mentioned two years or if default shall be made in pay