said John Eager Howard his Heirs and Assigns the Yearly Rent or sum of Nine Pounds twelve Shillings and Sixpence Current money in half Johannes at three Pounds each and Mexican Dollars at Seven Shillings and Sixpence each on the first Day of September in each and every Year during the Continuance of this present Demise and if it shall happen that the said Yearly Rent or sum of Nine Pounds twelve Shillings and sixpence Current money shall be in Arrear and unpaid by the space of Sixty Days next after the time on which the same is above reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said John Eager Howard his Heirs or Assigns into the said demised premises or any part thereof in the Name of the whole to reenter and the same to have again repossess occupy and enjoy as in his or their former Estate until all such Arrearages of Rent with legal Interest therefore and all and every Cost Charge and Expence incurred by the said John Eager Howard his Heirs or Assigns by reason of the non payment of said rent shall be fully satisfied and paid or make Distress therefore at his or their Option And Also if the said Yearly Rent or Sum of Nine Pounds twelve Shillings and sixpence Current Money shall be in Arrear and unpaid by the Space of one whole Year next after the Time on which the same is above reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said John Eager Howard his Heirs or Assigns into the said demised premises or any part thereof in the Name of the whole to reenter and the same to have again repossess occupy and enjoy as in his or their former

former Estate and that then and in such case this Indenture and every Clause matter and thing therein contained shall from thenceforth be utterly void and of none Effect and the said John Bamberger doth for himself his Heirs Executors and Administrators covenant and agree with the said John Eager Howard his Heirs and Assigns that he the said John Bamberger and his Assigns shall within the Term of four Years from the Date hereof erect and Build a good Substantial Dwelling House on the said Premises of the Yearly Value of twenty Pounds Current money and in case the said Building shall not be erected within the said Term then the said John Bamberger for himself his Heirs Administrators and Assigns doth Covenant to pay to the said John Eager Howard his Heirs and Assigns the annual sum of Nine Pounds Current Money exclusive of and in Addition to the rent Already reserved which said Additional Sum of Nine Pounds current Money shall be regularly and duly paid every Year until the said Buildings are erected and then to cease and not before and the said John Bamberger for himself his Executors Administrators and Assigns doth covenant and agree to and with the said John Eager Howard his Heirs and Assigns well and truly to pay the above reserved Yearly Rent or Sum of Nine Pounds twelve Shillings and Sixpence Current Money at the time above limited for the payment of the same and the said John Eager Howard for himself his Heirs and Assigns doth hereby covenant and agree to and with the said John Bamberger and his Assigns that he the said John Bamberger and his Assigns on the Payment of the Rent and performance of the Covenants herein before mentioned and reserved on the Part of the said John Bamberger his Assigns to be paid and performed shall and may peaceably and quietly have hold use occupy possess and enjoy the above Demised