Wheeler son of Moses, his Heirs, Executors, Administrators, and assigns shall and will from time to time and at all times hereafter, pay or Cause to be paid unto the said Brian Philpott, his Heirs, or assigns or other person properly authorized to receive the same, the said yearly Rent or sum of Ten pounds Specie upon the time and in manner and form as the same is above reserved to be paid, and further that he the said Isaac Wheeler, his Heirs Executors, Administrators and assigns, shall and will within the space of three years from the Commencement of the Demise hereby made at his own proper Cost and Charge Build Erect and Complete, on the Front of the said Lott or parcel of Ground, a good and sufficient Frame House, to Cover four Hundred Square feet, and to be Constructed, so as to guard as much as may be against the Casualty of fire, and if it shall happen that the said yearly Rent or any part thereof, shall be in arrear and unpaid by 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 Brian Philpott, his Heirs, or assigns, into the said Demised premises to enter and make Distress in and upon any part thereof, for the same and the said Brian Philpott, for himself, his Heirs, Executors, Administrators and assigns doth hereby Covenant, promise grant and agree to and with the said Isaac Wheeler, his Executors, Administrators, and assigns, that if such Buildings, shall not be Erected and Completed, within the time limited, for the erecting and completing thereof, that then and in that case the said Isaac Wheeler, son of Moses, his Heirs, Executors, Administrators and assigns, upon his or their paying or tendering in payment the sum of Ten pounds Specie, in Gold or silver as a fine therefor and all the Rents that shall then be due, and in arrear, unto the said Brian Philpott, 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 three years, from the end of the said three years, for the erecting and Building, such House as aforesaid and further that he the said, Brian Philpott, his Heirs or assigns, shall and will, upon the request, and at the proper Cost and Charge of the aforesaid Isaac Wheeler son of Moses, his Heirs, Executors, Administrators, or assigns, and upon his or their payment or tender of Payment the sum of Ten pounds in Gold and silver Specie in the Name of and as a fine for Renewment at any time during the Continuance of this present Demise make and

and execute unto him the said Isaac Wheeler son of Moses, his Executors Administrators, or assigns so requesting paying or tendering as aforesaid, a Release of the above Demised Premises, for other Ninety Nine years, to take effect and Commence from the end of the Term, for which the same is above Demised, under the same Rents, and under the like Covenants Clauses and agreements as are herein contained, so that this present Demise, shall and may be renewed and renewable forever, and he the said Isaac Wheeler son of Moses his Executors, Administrators and assigns, the aforesaid Demised Ground and premises, with the appurtenances for and during the aforesaid Term of Ninety Nine years hereby Letten shall and may peacably, and quietly have hold the occupy, possess and enjoy, for and on the payment of the Rents and performance of the Covenants, Conditions and agreements, herein before mentioned and Contained, on the part of the said Isaac Wheeler son of Moses, his Executors, Administrators, and assigns, to be paid and performed, according to the true intent and meaning of these presents, from and against him the said Brian Philpott his Heirs and assigns, and all and every other person or persons Claiming anything therein or thereto, by from or under him, them or any of them, and it is also hereby provided, and expressly Covenanted, granted concluded and agreed upon by and Between the said parties to these presents, their Executors, Administrators and assigns respectively that in case such house as aforesaid shall not be built within the space of three years, herein before limited for the Erecting Building and Completing thereof, and also if Default shall be made in the payment of the said sum of Ten Pounds in Gold or silver Specie within the 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 three years, last limited for the Erecting Building and Completing the same, or if Default shall be made in the payment of any one years Rent, for the space of six Months, next after any of the Days or times on which the same is above reserved to be paid as aforesaid, that then it shall and may be Lawfull upon any such Default as aforesaid Contrary to the true intent and meaning of these presents for him the said Brian Philpott, his Heirs or assigns if to them it shall seem meet, into the said Demised Ground and premises, or any part thereof in the Name of the whole