his or their former Estate until all such Arrearages of Rent with
legal Interest thereon and all and every Cost Charge and Expence
incurred by the said Benjamin Rogers his Heirs or Assigns by Reason
of the Non payment of said Rent shall be fully satisfied and paid
or make Distress therefor at his or their Option And also if the
said yearly Rent or Sum of thirty pounds Sterling 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 Benjamin Rogers his Heirs or Assigns into the said dem
ised 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 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
doth for Himself his Heirs Executors and Administrators Covenant and Agree with the said Benjamin Rogers his Heirs and Assigns that he the said and his Assigns shall within the Term of from then Date hereof erect and Build of the Yearly Value of Pounds Current Money and in Case the said Building shall not be erected within the said Term then the said for Himself his Heirs Administrators and Assigns doth Covenant to pay to the said Benjamin Rogers his Heirs and Assigns the Annual Sum of exclusive of and in addition to the Rent already reserved which said Additional Sum of 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 David Reese for Himself his

Executors Administrators and Assigns doth Covenant and Agree to and
with the said Benjamin Rogers his Heirs and Assigns well and truly
to pay the above reserved yearly Rent or Sum of thirty pounds Sterling
at the Time above limited for the Payment of the Same And the said
Benjamin Rogers for Himself his Heirs and Assigns doth Hereby
Covenant and Agree to and with the said David Reese and
his Assigns that he the said David Reese 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 David Reese his Assigns to be paid
and performed shall and may peaceably and quietly have, hold
use Occupy, possess and enjoy the above demised Land and Premises with
their and every of their Appurtenances for and During the aforesaid Term of Ninety
Nine Years for which the Same is above Demised without the let, trouble or Interruption
of him the said Benjamin Rogers his heirs or Assigns or any other Person or Persons claiming
any Thing therein, by from or under him them or any of them, or by his or their
Privity or Procurement and also that the said Benjamin Rogers his Heirs and Assigns
at any Time or Times thereafter, during the Continuance of this present Demise on the Request
and at the Cost and Charge of him the said David Reese and his Assigns and on his or their
Payment, or tendering in payment the sum of thirty Pounds Sterling as aforesaid therefor to the
to the said Benjamin Rogers his heirs and Assigns make and Execute, or cause to be made
and Executed a new lease of the above demised land and premises, for other Ninety Nine
Years to Commence and take Effect from and at the end of the term for which the same
is above Demised Subject to the same Rents and under the like Covenants & Provisos
Agreements as are herein before mentioned. So that this present Demise may be Renewable and
Renewed — Forever In witness whereof the parties have set their hands
and Affixed their seals the Day and Year first above written

Signed Sealed & Delivered
In Presence of
David M'Mechen

Benjamin Rogers (Seal)

David Reese (Seal)