Demanded that then it shall and may be Lawful to and for the said John Robert Holliday his Heirs or Assigns into the said Demised Premises or any part thereof in the name of the whole, to Enter 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 thereon and all and every Cost Charge and Expence incurred by the said John Robert Holliday his Heirs or Assigns by reason of the non payment of said Rent shall be fully Satisfied or paid or make Distress thereof at his or their option, and also if the said yearly Rent of Sum of Thirty Eight Pounds Sixteen Shillings and three pence 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 Robert Holliday his Heirs or Assigns into the said Demised Land and Premises or any part thereof in the name of the whole to Enter 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 none Effect, and the said David Rusk doth for himself his Heirs, Executors, and administrators Covenant and agree with the said John Robert Holliday, his Heirs and Assigns that he the said David Rusk and his Assigns shall within the Term of four years from the date hereof Erect and Build good Substantial Improvements on the said Premises of the yearly Value of Thirty Pounds Current Money and in Case the said Building shall not be Erected within the said Term then the said David Rusk for himself his Heirs Administrators and Assigns, doth Covenant to pay to the said John

Robert

Robert Holliday his Heirs and Assigns the annual sum of ten pounds Current Money Exclusive of and in addition to the Rent already reserved, which said additional Sum of One 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 David Rusk for himself his Executors, administrators and Assigns doth Covenant and agree to and with the said John Robert Holliday his Heirs and Assigns, well and truly to pay the above reserved yearly Rent or sum of Thirty Eight Pounds Sixteen Shillings and three pence, at the time above limited for the payment of the same free and Clear of all Encumbrances, Taxes Assessments Duties and Publick dues of any nature and kind - And the said John Robert Holliday, for himself his Heirs and Assigns doth hereby Covenant and agree to and with the said David Rusk that he the said David Rusk 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 Rusk and 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 John Robert Holliday, 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 John Robert Holliday his Heirs or Assigns at any time or times hereafter during the Continuance of this present Demise, on the request and at the Cost and Charge of him the said David Rusk and his Assigns, and on his or their Payment or Tending in Payment the sum of Thirty Eight Pounds Sixteen Shillings and three pence Current Money as aforesaid therefor to the said John Robert Holliday his Heirs or Assigns make and Execute or cause to be made and Executed a new Lease of the above

Demised