and by these presents bargained sold Assigned transfered and set
over unto him the said John Bates his Heirs Executors adminis
trators and Assigns to his and their proper use and behoof during
all the Rest Residue and Remainder of Ninety nine years yet to
come and Unexpired and that in as large Ample beneficial Manner
to all Intents and purposes whatsoever as he the said Benjamin
Todd now hath may might should could or ought to enjoy by
force and Vertue of the said Recited Indenture of Lease or by any
other Ways or Means Whatsoever and he the said Benjamin Todd
for Himself his Heirs Executors Administrators and Assigns and every
of them doth Covenant promise grant and Agree to and with him
the said John Bates his Heirs Executors Administrators and Assigns
that the said Recited Indenture of Lease is a good and Sufficient
Lease and that he hath not done nor will he do any thing Act or Acts
to forfeit the said Indenture of Lease nor Incumber the said Premises
and also that he the said John Bates or Payments of the Rents
herein after Reserved and Performance of the Covenants and
Agreements herein Contained shall and may peaceably and quietly
have hold Use possess and enjoy all and Singular the said Piece
or parcel of Ground Together with the Appurtenances thereon without
the Let Suit trouble Hindrance Molestation or Denial of him the
said Benjamin Todd his Heirs Executors Administrators and Assigns
or any other Person claiming by from or under him them or any
of them during all the Rest Residue of the said Term of Ninety
nine Years yet to come and unexpired and the said John Bates
his Heirs Executors Administrators and Assigns doth Covenant to
pay or Cause to be paid unto him the said Benjamin Todd his
Heirs Executors Administrators and Assigns the Just and full Sum
of five pounds Current Money Together with the public Assessments
On the said Lott yearly and every Year at or upon the first day
of September in every Year during the Continuance of this present
Demise and also he the said John Bates doth hereby Covenant
promise grant and agree to build and erect on the hereby demised
Premises within the Space of One Year from the Commencement

of this present Demise at his own proper Cost and Charge a good and Sufficient
House that will be Sufficient to secure the yearly Rent aforesaid and if
default shall be made in the building and erecting said House within
said Term of years before limited that he the said John Bates his
Heirs Executors Administrators and Assigns upon paying or tendering in
Payment the Sum of Five pounds Sterling Money as a fine for Renewm
ent within One Month next after the Expiration of said One year
shall and may have One Year more Commencing from the end of the
first mentioned Term for the erecting building and Completing thereof
but if Default should be made in the building said House within
the said term first limited for the building thereof and also in the
Payment of the said Sum of Five pounds Current Money to him the
said Benjamin Todd his Heirs Executors Administrators and Assigns
within Sixty days next after the Expiration of the said Term as a fine
for Renewment or that after such last mentioned payment there shall
happen to be default in Building and Completing said House within
the Term last limited for the Building and Completing thereof or
that if default should be made in not paying the yearly Ground Rent
before reserved to be paid for the Space of One year next after
the same ought to have been paid it being first legally demanded
on the Premises that then and in that Case upon every Default
aforesaid Contrary to the true Intent and Meaning of these
Presents this Indenture of Assignment and every Clause Article
Matter and thing herein contained as from and Against him the
said John Bates his Heirs Executors Administrators and Assigns
shall Immediately cease determine and be absolutely Null and
Void to all Intents and purposes Whatsoever and that it shall
and may be Lawful for him the said Benjamin Todd his
Heirs Executors Administrators and Assigns into the said demised
Premises or into any part thereof in the Name of the whole
to Reenter and the same and every part thereof again to have