

part thereof in the name of the whole, to render, and the same to be done
in the same manner as if this present lease had not been granted. And
he said Henry Jones, took hereby for himself, his heirs, executors, administrators
and assigns, and with the said Simon Murfee, his heirs, executors, administrators
he the said Henry Jones, his heirs, executors &c, shall and will, will and must
pay, or cause to be paid, unto the said Simon Murfee, his successors or assigns, the
sum of fifty five dollars, seventy and no cents at the day and time and in such manner as is expressed in the
said notes of lease and agreeably to the intent and meaning of the
said Henry Jones, his heirs, executors, administrators and assigns, shall and will, at their
own proper costs and charges, will and must sufficiently repair, amend, preserve, and keep
in repair, the said fences as they now stand, that he or they will trim the orchards
and fruit trees thereof belonging, and preserve the same from cattle, pillars, and
beasts that might do them injury during the present lease, that he will
and that he will not sow or cause to be sown or raised in the said land, any
small grain, during the term of the present lease. That he will bear
no land or cut any timber from the land (or suffer others to do it) except
what may be sufficient for building the house hereafter mentioned
and for firewood and fencing stuff, and that to be cut in the winter
or cold season only, and the said Henry Jones for himself, his heirs, executors,
administrators and assigns, doth make over promise and agree with the said Simon
Murfee, Guardian as aforesaid, that he the said Henry Jones, his
heirs, executors, or assigns, will at his or their own proper costs and charges
build or cause to be built on the said tenement, within the first year of
the present lease, a Log house suitable for the accommodation of a small
family (to be 16 feet by 18) and that he will thenceforward permit
family to live in the said house for and during the term of the present
lease, or until the same shall have expired. And lastly, that it shall be
lawful for the said Henry Jones, his executor, administrator, and
assigns (paying the rents herein before reserved, and performing the covenants
and agreements herein before mentioned or contained, and which are his or his
parts and behalfs, are, or ought to be paid, done and performed) peaceably
and quietly to have, hold, possess, occupy, and enjoy, the said premises hereby
leased, with the appurtenances, during the term of years of years, hereby
granted, without any molestation, or interruption whatsoever of or by him
the said Simon Murfee Guardian as aforesaid, or of or by any person
persons, lawfully or equitably, claiming or to claim, from him or from
him. In testimony whereof the said Simon Murfee, Guardian
the said John Beale and Lydia Beale, and Henry Jones have hereunto
set their hands and seals. This day and year first before me
Signed, sealed, & acknowledged
in the presence of
I Subscribed before executed
I Dated before executed

Simon Murfee
Henry Jones
John Beale
Lydia Beale
1800
1800
1800
1800