

543
Wors
de
Gummelle
& Clayton
From and
25th day of
The 25th day of
April 1725

This Indenture made this 25th day of December in the year of our Lord one thousand eight hundred and twenty one between our Wors of Southampton County and State of Virginia Guardian of William Lawrence orphan of John Lawrence dec^d of the County of Chesapeake and State aforesaid on the one part and Lemuel Gummelle and James Clayton both of the County and State aforesaid of the other part witnesseth that for and in consideration of the rents covenants and agreements hereafter reserved and contained and which are on the part of the said Lemuel Gummelle and James Clayton and their executors administrators and assigns and to be paid done and performed to the said our Wors as aforesaid hath leased devised granted and to farm let and by these presents doth lease devise grant and to farm let unto the said Lemuel Gummelle and James Clayton their executors administrators and assigns a certain farm belonging to the orphan aforesaid lying and being in the County aforesaid and State aforesaid called and known by the name of Gummery place with the appurtenances (now in the tenure of Poley Lawrence except the cutting of timber for sale in any manner ~~at any time~~ to have and to hold the said farm belonging as aforesaid except as above excepted unto the said Lemuel Gummelle and James Clayton their executors administrators and assigns from the 25th day of December next ensuing the date hereof and during and unto the full end and term of five years from thence next ensuing and fully to be completed and ended yielding and paying thereof during the said term unto our Wors as aforesaid the yearly rent or sum of eighty dollars in each year by even and equal parts the first payment thereof to commence on the 25th day of December one thousand eight hundred and twenty five provided always and upon consideration nevertheless that if it shall happen ^{that} the said rents hereby provided or either of them or any part of them shall be behind and unpaid by the space of thirty days next after or after either of the days of payment herein in the same ought to be paid as aforesaid being lawfully demanded or if no sufficient distress can be found on the devised premises thereof to make the same rent at the time when the same shall be payable or if the said Lemuel Gummelle or James Clayton their executors administrators or either or any of them shall assign over or otherwise part with their Indenture or the premises hereby leased or any part thereof in the name of the whole to ^{receive} and the same to have again profit and enjoy as in their first and former estate and any thing herein to the contrary contained (notwithstanding) and if the said Lemuel Gummelle and James Clayton ^{with hereby} for themselves their heirs executors administrators and assigns shall and will well and truly pay or cause to be paid unto the said our Wors as aforesaid the yearly rent of eighty dollars at the day

22

and ^{with hereby} for themselves their heirs executors administrators and assigns shall and will well and truly pay or cause to be paid unto the said our Wors as aforesaid the yearly rent of eighty dollars at the day