

made the Twenty fifth Day of March in the Fourteenth Year of the Reign of Our Sovereign Lord George the Third
Robert Dowling & Charles his wife of Marbletown in High County BETWEEN
 of the First Part, and

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SAVING, RESERVING, AND EXCEPTING ALWAYS, to the party aforesaid, of the first part, *his* Heirs and Assigns, all Mines, Minerals and Oars, within the above demised Premises, with free Ingress, Egress and Regress there unto, and with Power to search for, dig and turn up the Ground, and to carry off or Manufacture the Ore thereon. With Power to erect Mills, Dams and other Erections and Buildings, proper for Stamping, Melting, or otherwise manufacturing and preserving the Oars within the demised Premises. Together with necessary Timber, Fire-wood, Stone, and all other Materials, to be found upon the Premises, that may be useful for the Purposes aforesaid. BUT it is hereby PROVIDED, That for the full Proportion, or as many Acres of Land, as shall be encumbered and rendred void to the Party aforesaid of the second part, *his* Executors, Administrators or Assigns, by such Erecting, Building, Digging and Turning up the Ground, Ingress and Egress, there shall be so much Land sold and defalked, out of the yearly Rent hereby reserved, as is in Proportion, to the Acres of the whole Farm aforesaid, during the Time that it is so encumbered and rendred void. **TO HAVE AND TO HOLD**, the Farm, Land and Premises, herein before, demised, with their and every of their Appurtenances, (**SAVING, RESERVING AND EXCEPTING** AS AFORESAID) unto the party aforesaid of the second part, *his* Executors, Administrators and Assigns, for and during the Term of the Lives of *him the sd Thomas Baker, and his Two Sons Thomas Baker & William Baker*.

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the yearly Rent of Eleven Bushells & a half of Good Merchantable Winter Wheat for the said Farm, Land and premises, by these Presents demised; and that upon the Twenty fifth Day of March at such convenient House or Place before the Justices of the first Part their heirs or assigns shall appoint & meet within Twenty Miles of the hereby demised premises PROVIDED ALWAYS; and these Presents are upon this CONDITION; That if the said yearly Rent of Eleven Bushells & a half of Good Winter Wheat Couple of live fat Hens, and the said Days Work, to be performed as aforesaid, BUT ALSO an additional yearly Rent of

for the demised Premises or the One Day Week with House, Garden, Pings, as aforesaid, as any part thereof, shall be behind and unpaid, ~~as performed~~, in part or in all, by the Space of Twenty Days, next after any of the Days appointed, or to be appointed as aforesaid, for rendering, paying, or performing the same as aforesaid, OR if the party aforesaid of the second part, or his assigns, do not take Possession of, and improve the Farm aforesaid, within Six Months after the Date hereof; OR if the said Thomas Parker death Executors, Administrators and Assigns, shall leave the Possession, and desist importing thereof, for the Space of Six Months together; OR if the party aforesaid of the second part his Executors, Administrators or Assigns, shall not observe, keep and perform, these presents, and the Estate by these presents granted, or intended to be granted, are to be VOID DETERMINE AND CEASE, and thereupon it shall and may be Lawful, to and for the party aforesaid of the first part, their Heirs and Assigns, into the said Farm, Land and Premises, or in any Part thereof, in the Name of the whole, to RE-ENTER and the same to have again, RETAIN RED-POSSESS AND ENJOY, as in their first and former Estate, any Thing in these presents contained, to the contrary thereof, notwithstanding. AND it is mutually COVENANTED and agreed between the parties aforesaid, and their Heirs, Executors, Administrators and Assigns, That from Time to Time, when and so often as the said yearly Rent, or any Part thereof, shall be behind and unpaid, in part or in all, by the space of Twenty Days, next after the Days and Times above appointed, for the Payment thereof, it shall and may be lawful, to and for the party aforesaid of the first part, their Heirs, or Assigns, or any of them, into the said Farm, Land and Premises hereby demised or mentioned to be demised or any of them, and into every part or any part or parcel thereof, to ENTER AND DISTREIN and the Distress and Distresses, then and their found and taken, lead, drive, chase, take or carry away impound, detain and keep, until the said Rents and all Arrears thereof (if any shall be) unto the party aforesaid of the first part, their Heirs and Assigns, be fully paid and satisfied. And the party aforesaid of the second part, for himself, his heirs, Executors, Administrators and Assigns, and for every of them, do COVENANT promise agree, to and with the party aforesaid of the first part, their Heirs and Assigns, and to and with every of them by these presents, in Manner and Form following viz. THAT the party aforesaid of the second part his Executors Administrators and Assigns, shall and will from Year to Year and so every Year hereafter, first offer and give unto the party aforesaid of the first part, their Heirs and Assigns, the Pre-emption, or Refusal of buying of all such Grain and Corn, as the party aforesaid of the second part his Executors Administrators and Assigns, shall from Year to Year, sell, traffic and have off and from the said Farm, over and above what the party aforesaid of the second part his Executors, Administrators and Assigns, shall keep and preserve for his own use, which he they or either of them shall have a Mind to dispose of. PROVIDED ALWAYS, that the party aforesaid of the first part, their Heirs or Assigns, or some Person or Persons whom they, for that purpose appointed, be then living or abiding within twenty Miles of the demised Premises. AND ALSO, it is COVENANTED as aforesaid, that in Case the party aforesaid of the second part his Executors, Administrators or Assigns, or any of them, shall, at any Time hereafter; be minded and desirous to dispose of the said Farm, Land and Premises herein before demised or any part thereof, with the Appurtenances, the Orchards, Fruit-Trees, Stocks and Plants, in Gardens or Nurseries, Dung or Donghills, which are or shall be deemed parcel of the said Farm, that then the party aforesaid of the second part his Executors Administrators or Assigns, shall and will first offer and give the Pre-emption, Buying or Purchasing, or Refusal of Buying and Purchasing the same, unto the party aforesaid of the first part, their Heirs and Assigns, and that no man will sell the same, but first have Leave under the Hand and Seal of the party aforesaid of the first part, their Heirs and Assigns. AND shall and will, from Time to Time and at all Times hereafter, bring and GRIND, all such Grain, as the party aforesaid of the second part his Executors, Administrators or Assigns, shall use in his or their Family, at the GRIST MILL of the Parish aforesaid of the first part, their Heirs or Assigns, paying the TENTH PART, for the Toll of Grinding, which Time of Grinding shall begin so soon as the year's arrear of the first part, their Heirs or Assigns, shall have a Grist Mill built &c or good repair within five Miles of the hereby demised Premises.

IN WITNESS WHEREOF the Parties to these present Indentures have interchangeably set their Hands and Seals, the Day and Year first above written.

Scaled and delivered in presence of us

Sealed and delivered in
the Presence of

BE IT REMEMBERED, That on the *Twenty fifth Day of March* Anno Domini, One Thousand Seven Hundred and *fourty one* SOLEMN *liberty* and SEIZEN, of the Premises
 was given by the above *Albert Pascoe* to *Thomas Baker* of the County of *Gloucester* in the County of *Gloucester* in the County of *Gloucester*
 HOLD upon the Conditions, and according to the Form of the above Indenture, in the Presence of *Thomas Baker* and *Thomas Baker* subscribers hereunto.

James A. Lange
H. Swingson

Thomas Baker

[Redacted]

[Redacted]

Thomas Baker
Pont

Thomas Baker
now
John Roberts