

29 Sept'r

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Sealed and Delivered
in the presence of us

Richard Stokes
James Ford



RECEIVED
made the Twenty Ninth day of September in the fourth year of the Reign of our Sovereign Lord George By the Grace of God of Great Britain, France and Ireland King Defender of the Faith anno Domini 1718. BETWEENEEN William Drake Esq; Thomas Charlwood Gent; Francis Dallatt Philip Dallatt and John Reed Peacocke or Tenant in fee To the use of his Parish of Colyton in the County of Devon of Britains Lands in Ottery St. Mary in the County aforesaid of the one part and Richard Teape of Ottery St. Mary aforesaid Gentleman of the other part WITNESSETH that the said feoffees by and with the consent and assent of the Twenty men of the parish of Colyton aforesaid for and in consideration of a summe of £100 per Annum of the said Richard Teape of land in the premises hereafter in these presents mentioned HAVE Demised Leased and to have in Lette unto the said Richard Teape ALL That messuage and tenement with the appurtenances of the Tenement of Old Barton situates lying and being in Ottery St. Mary aforesaid in the said County of Devon AND also one plot of Land to the same messuage & tenement belonging lying at Dixhill in Ottery St. Mary aforesaid containing by estimation Two Acres, One other plot of Land to the same belonging at Quiverton containing by estimation Two acres and one other plot of Land to the same belonging at Knightstone Parke containing by estimation one acre all which said plots of Land are situate lying, and being within the said parish of Ottery St. Mary and now or late in the tenure use and occupation of the said Richard Teape his executors or assigns Tenant or Tenants together also with all other houses, buildings, fourtaiges, gardens, orchards, lands, tithes, easements, commoditys, and advantages whatsover to the same messuage and tenement belonging or pertaining with all and singular their appurtenances (except alwayes reserved out of this present Demise and grant unto the feoffees their heirs and assigns all timber trees and other trees now growing or to grow in and upon the premises with free liberty to view have and take the same during the term hereby granted TO HAVE AND TO HOLD the said messuage and tenement and all other the premises before named with singular their appurtenances (except before excepted) unto the said Richard Teape his executors Administratores and assigns from the date hereof for and during the full term of twelve and ninetene years from thence next ensuing fully to be complete Expired and ended. If Elizabeth Reynolds widow and Sarah his wife of Richard Weeks of Bristol goldsmith Daughter of the said Richard Teape and Samuel the son of Samuel Teape late of the City of Exeter Deceased and Grandson of the said Richard Teape or any or either of them shall so long happen to live YEADING and paying therfore yearly and every year during the said term unto the said feoffees their heirs and assigns the yearly Rent of six pounds of good and lawfull money of Great Britaine all the four most usuall feasts or Termes in the year (that is to say) The Birth of our Lord God the Annunciation of the blessed Virgin Mary, St. John the Baptist and St. Michael the Archangel by even and equal portions And also yeilding and paying unto the said feoffees their heirs and assigns upon the death of the said Elizabeth Reynolds Sarah Weeks and Samuel Teape their grandson, and upon the death of every of them and like wise yeilding and paying unto the said feoffees their heirs and assigns upon the death of every other person and persons who shall happen to die Tenant or Tenant in possession of the premises five shillings currant money of Great Britaine in the name of a florint or farthing AND also to have and to hold within the parish of Colyton aforesaid upon reasonable warning AND the said Richard Teape for himself his executors Administratores and assigns, covenants, promise, and agree, to and with the said feoffees their heirs and assigns and every of them by these presents That he the said Richard Teape his executors Administratores and assigns shall and will from time to time well and sufficiently Repaire, Sustaine and Maintain the said premises as well in houses, hedges, gates and posts as in all other needfull and necessary reparations to the same belonging when and as often as need shall require at the proper costs and charges of the said Richard Teape his executors Administratores and assigns during the terms aforesaid whether such reparations are or shall be occasioned by fire or otherwise and the same premises and every part and parcel thereof well and sufficiently Repaire, Sustaine and maintained in all things as aforesaid in the end of the said Term shall and will leave and yield up unto the said feoffees their heirs or assigns, for and towards which Reparations it shall be lawfull to and for the said Teape his executors and assigns to have and take hedges posts and competent firs boles of the under wood and pollard of such trees upon the premises as have been heretofore pollard or coppiced making no waste But if it shall happen that the said yearly Rent of six pounds or any part thereof to be behind or unpaid by the first of March next after any of the said feasts 2 days of payment in which aforesaid it ought to be paid, the same being lawfully demanded and then not paid and no sufficient distress in or upon the said premises in the mean time can or may be found for the levying of the said Rent so being behind with the arreages thereof (if any shall be) that then it shall and may be lawfull to and for the said feoffees their heirs and assigns and every of them into the said premises with the appurtenances to enter and the same to have againe retaine and enjoy as in their first and former estate These presents indentures or any thing in them contained to the contrary thereof in any wise notwithstanding AND the said feoffees and their heirs the aforesaid messuage and tenement and all other the premises above specified and every part and parcel thereof with the appurtenances unto the said Richard Teape his executors and assigns in manner and form aforesaid and by and under the rents, covenants and agreements above referred and mentioned against themselves their heirs and assigns shall and will warrant, acquitt and defend by these presents during the terms aforesaid AND further covenant to and with the said Richard Teape his executors and assigns to allow and discharge all such extraordinary Taxes and impositions as hereafter shall be charged on the premises by act of Parliament and none other during the terms aforesaid IN WITNESS whereof the parties to these presents their hands and seals interchangably have set gotten the day and year first abovesitten

Richd Teape