

This Indenture made the sixteenth day of September in the twelfth year of the Reigne of our belovyd lady Elizabeth by the grace of God of Great Britains Fraunce and Ireland Queen Defend: of the fair or Amoye Dow
1713. Between William Drake Esq. Thomas Marwood Francis Pratt Phillip Mitchell and John Reed of the parish of Colyton in the County of Devon of the one part, and Henry Clarke of Colyton in
the County aforesaid Esq. of the other part. Whimselyth that the said William Drake Thomas Marwood Francis Pratt Phillip Mitchell and John Reed by and with the consent and assent of the County men of the
parish of Colyton aforesaid or the more part of them for and in Consideration of the sum of Nine - pounds Lawfull money of Great Britains to them in hand paid and returned to be paid ad hereafter mentioned (to witt)
four pounds Ten shilling: paid at and before the Extinguishing of these presents, the receipt whereof they the said Hoffsos doo by these presents acknowledge, four pounds Ten shilling: more residue of the said sum of Nine -
pounds to be paid unto the said Hoffsos their Heires or Assignes on or upon the first day of September next ensuing the date of these presents by the said Henry Clarke his Exor: Adm: or Assignes HAVE
Demised granted bargained and by these presents they the said Hoffsos doo demise Grant bargain sell unto the said Henry Clarke all that the Reversion Expectant when the same shall happen by and upon
the Death of Adam Clarke of Colyton aforesaid Currier - Father of the said Henry Clarke all that Messuages or Convent Courtillage Garden or barbedore to the same adjoining and appertaining with
thappertence sit- lying and being within the Burrough of Colyton aforesaid between the Land of late George Smith Esq. deceased, of the East part, other Land of the said Hoffsos on the west part, a lane
leading toward the south part, and the Durston high way or street on the North part, and now in the tenure use or Occupation of the said Adam Clarke (EXCEPT and allways reserved out
of this Demise) unto the said Hoffsos their Heires and Assignes free liberty of ingress, egress and regress at all townes and times, into upon and from the premises for the watering and watering
this same to have & to hold the said Messuages or Convent Courtillage Garden or barbedore with thappertence unto the said Henry Clarke his Exor: Adm: or Assignes immediately from after the death of Adam Clarke
during the full time and terms of fourscore and nineteene years from the next ensuing and fully to be compleate expired and ended. If he the said Henry Clarke and Ann Clarke his wife
or either of them shall see long happen to live: **Yelding** paying therefore yearly and every year (after the commencement hereof) during the said term unto the said Hoffsos their Heires or Assignes
of Twelve shilling: Lawfull money of Great Britains, at the four most usual feasts or dayes of payment in the years (that is to say) the feast of the birth of our Lord God, the Annivertion of the blessed Virgin Mary the
Nativity of St John the Baptist, and St Michael the Archangel by even and squall parts & pertone, the first quarterly payment hereof to be made on Sunn of the said feasts or dayes of payment ad shall first and
next happen after the Death of the said Adam Clarke **And also Yelding** and paying unto the said Hoffsos their Heires or Assignes upon and after the severall Deaths of the said Henry Clarke
his wife Ann Clarke his sister - dying successively ad herein named the sume of three shilling: & four pence Lawfull money of Great Britains for and in the name of an Exor: or farloife **And** the said
Henry Clarke for himself his Exor: Adm: or Assignes and for every and either of them both Covenant promise and agreed to and to doe the said Hoffsos their Heires or Assignes by these presents that he
the said Henry Clarke his Exor: Adm: or Assignes or every of them being Tenant or Tenante in possession of the premises by vertue hereof shall doe suite to all every the Courtoe of Surry of the said Hoffsos
the Heires or Assignes which shall be holden & kept within the parish of Colyton aforesaid & other their Tenants of the said parish shall doe suite upon reasonable warnings to him or them given **And**
also shall & will from time to time & at all times hereafter (after the commencement hereof) at his & their owne pro- repairs, maint- all and
the Demise aforesaid by part & parcel thereof as well in housing, walling timbering & rooving, ad in the said premises shall repair and amovements whatsoever
which need shall be required during the term aforesaid, and the same pmissos & every part & parcel thereof shall be repaired and amovements whatsoever
the said Hoffsos or to the survivors or next heirs of them their Heires or Assignes: **OR** towards such rep- shall & may be Lawfull to and for the said Henry Clarke his
being Tenant or Tenante of the premises to have & take such competent hedge, boat, house boat & fire boat as shall & may be Lawfull to and for the said Henry Clarke his
if no wast **And** the said Henry Clarke for himself his Exor: Adm: or Assignes & for every & either of them upon the premises & with the said Hoffsos their Heires or Assignes
that he the said Henry Clarke his Exor: Adm: or Assignes shall & will well & truly pay or cause to be paid the said sume of four pounds Ten shilling: Lawfull money of Great Britains (residue of the Consideration money aforesaid for the premises hereby granted) on or upon the first
day of September next ensuing the date hereof, **AND** farther that he the said Henry Clarke his Exor: Adm: or Assignes shall & will well & truly pay or cause to be paid
of the said sume of four pounds and Ten shilling: - at the day and time herein before Covenanted & agreed upon and after the said sume of four pounds and Ten shilling: - at the day and time herein before Covenanted
after the said sume of four pounds and Ten shilling: - at the day and time herein before Covenanted & agreed upon and after the said sume of four pounds and Ten shilling: - at the day and time herein before Covenanted
of a year next after any of the said feasts or dayes of payment whereon ad aforesaid the same ought to be paid being lawfully demanded & then not paid, & no sufficient distress
quietly had & taken for the levying of the said Rent soe being behind & unpaid with tharrarages thereof if any shall happen to be - **OR** of such Exor: or farloife ad by vertue hereof
the said Henry Clarke his Exor: Adm: or Assignes shall willingly doe or by his or their privily or consent suffer to be done any manner of voluntary or willfull wast spoyls or destruction in or upon
the premises or above & shall not make double satisfaction for the same unto the said Hoffsos their Heires or Assignes within forty dayes next after notice thereof given
part thereof to be ruinous or in decay to the vallue of twenty shilling: or above & shall & will within one halfe year next
the said Hoffsos or to the survivors or next heirs of them their Heires or Assignes or to the said Henry Clarke his Exor: Adm: or Assignes or to the said Henry Clarke his Exor: Adm: or Assignes
possession of the premises shall willingly doe or by his or their privily or consent suffer to be done any manner of voluntary or willfull wast spoyls or destruction in or upon
the premises or above & shall not make double satisfaction for the same unto the said Hoffsos their Heires or Assignes within forty dayes next after notice thereof given
of the said Hoffsos their Heires or Assignes of the said premises or of any part thereof **That** then & from thence forth for all any or either of the causes aforesaid it shall & may be Lawfull to and for the said Hoffsos their
Heires or Assignes into all singular the premises aforesaid with thappertence to reenter and the same to have against & against, repossess & enjoy ad in their first & former states, these Indentures or any thing therein contained
to the contrary notwithstanding **And** the said William Drake, Thomas Marwood, Francis Pratt, Phillip Mitchell & John Reed Hoffsos aforesaid & their Heires or Assignes all the aforesaid premises, in & by these presents demised &
granted, & every part & parcel thereof with thappertence (EXCEPT & reserved excepted) unto the said Henry Clarke his Exor: Adm: or Assignes in maner & form aforesaid, & by & under the Rents Covenanted & agreed upon
& reserved, & well against the high & theif Lord or Lords of the fee or fees of the premises for their Rents, suits, services & excheit to them the high Lord or Lords due or to be due or payable, or to be done or performed for
the same premises, ad also against the Hoffsos their Heires or Assignes & every of them shall & will warrant, acquit & defend by these presents during the term aforesaid **PROVIDED** allways that these presents or any thing therein
contained shall not extend or be extended to charge or bind the said William Drake, Thomas Marwood, Francis Pratt, Phillip Mitchell & John Reed or their Heires or Assignes or any of them with any further or other grant or warrant than only said of them for & against
himself & his Heires & assigns & every maner & maner claiming under him & not otherwise **In Witnes** whereof the said Hoffsos have to these presents Indentured themselves & seal & set their hands & seals on the day & year first above written.



Sealed & delivered
in presence of
Tho: Speed
Robt: Parkman