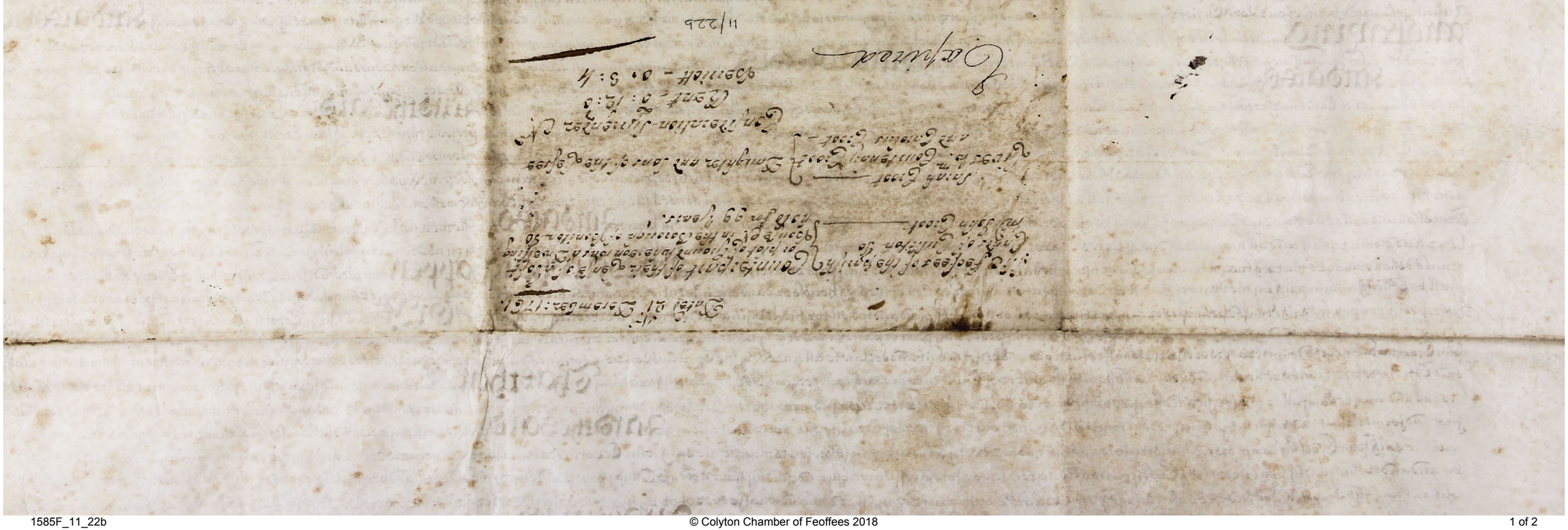
Signed Sealed and delivered
in the presence of us

Eliz Sampson

James Denner



© Colyton Chamber of Feoffees 2018

This Indenture made the Twenty first day of December in the seventh year of the reign of our Soveraign Lord **George** the third by the grace of God of great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord one thousand seven hundred and sixty one **Between** William Walrond Esquire John Saunders Gentleman Thomas Drake Esquire Martin Coles Waney Gentleman and Richard Nigel Yeoman surviving Feoffees of the parish Lands of Cullitton in the County of Devon of the one part and John Croot of Honiton in the County of Devon aforesaid Gentleman of the other part **Witnesseth** that the said Feoffees by and with the consent of the surviving of the Tenantmen of the Parish Chamber of Cullitton aforesaid for the major part of them signified and provided for and in consideration of a Surrender of one Indenture of Lease whereby the Toft or Plott of Ground herein after mentioned which then was a Dwelling house a little Courtlage Stable Garden and backside thereto for in the possession of Henry Clark deceased Father of Adam Clark and also for and in consideration of the said John Croot taking to be erected and built within twelve Calendar months from the date hereof a good Dwelling house and Stable on the said Toft or Plott of Ground and lines wise for and in consideration of the sum of five shillings of good and lawfull money of great Britain to the said Feoffees in hand paid by the said John Croot at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged **They** the said Feoffees by and with the consent of the Surviving of the said Tenantmen or the major part of them **have** demised granted and to farm letted and by these presents **do** demise grant and to farm lett unto the said John Croot **that** the said Toft or Plott of Ground whereon was a Dwelling house a little Courtlage Stable Garden and backside theretofore in the possession of Henry Clark deceased Father of the said Adam Clark situate lying and being within the Borough of Honiton aforesaid between the Land formerly Sir George Smiths Knight deceased on the East part other Lands of the said Feoffees on the West part a Lane leading towards Barnstord Mill on the South part and the King's Highway or Street on the North part and all ways paths passages waters watercourses watering places easements profits commodities advantages and appurtenances whatsoever to the said Toft or Plott of Ground and premises belonging or in any wise appertaining **Except** and always reserved out of this present demise and Grant unto the said Feoffees and the Surviving of them their heirs or assigns Servants agents or workmen free liberty of Ingress Egress and Regress to passe to and through and upon the said demised premises and every part and parcell thereof at all seasonable and convenient times during the Term hereinafter mentioned to visit search and see the state of the same premises **To have and to hold** the said Toft or Plott of Ground and premises above mentioned and every part and parcell thereof with the appurtenances unto the said John Croot his Executors or assigns from the day of the date hereof for and during and unto the full end and Term of nineteen years thence next ensuing and following and fully to be compleat and ended **yeilding and paying** unto Croot William Courtenay Croot and Carolina Croot daughter and sons of the said John Croot or any or either of them shall or long to happen to be **yeilding and paying** the yearly Rent of forty years and so by yearly during the said Term hereby granted unto the said Feoffees or the Surviving of the Survivors or the Heirs or assigns of the same or sum of twelve shillings of good and lawfull money of great Britain at four of the most usual Feasts or days of payment in the year that is to say the Feast of the Annunciation of the Blessed Virgin Mary Saint John the Baptist Saint Michael the Archangel and the Birth of our Lord Christ by even and equal portions the first of the said payments to be made and begin on the Feast of the Annunciation of the Blessed Virgin Mary next ensuing the date hereof **and also yeilding and paying** more unto the said Feoffees or the Survivors of them Survivors or assigns at and immediately upon the several deaths and decases of them the said Croot William Courtenay Croot and Carolina Croot the sum of three shillings and four pence of like lawfull money of great Britain for and in the name of and Rent **And also** yeilding and paying all Borough rents and all other dues and duties yearly to become due and payable out of the premises during the said Term **And also** doing suit and service to all and every the Court and Courts meeting and meetings of the said Feoffees or the Survivors of them Survivors or assigns which shall during the Term hereby granted be holden and kept in the parish Chamber of Cullitton aforesaid upon reasonable Summons and warning as other the Tenants of the said Parish Lands do or have accustomed to do **And the said** John Croot for himself his Executors Administrators and assigns and for every of them doth covenant promise and agree to and with the said Feoffees and the Survivors of them Survivors or assigns by these presents that the said John Croot his Executors administrators or assigns shall and will raise to be erected and built within twelve Calendar months from the date hereof at his or their own proper costs and charges a good Dwelling house and Stable on the said Toft or Plott of Ground and shall and will after the same is so built during the Term hereby granted also at his or their own proper costs and charges well and sufficiently repair and maintain and keep the said Dwelling house Stable and premises and every part and parcell thereof with the appurtenances in all and all manner of needfull and necessary reparations which shall or ought when and as often as need shall require and fit the same so well and sufficiently repaired amended maintained and kept at the end of the said Term shall and will leave and yield up unto the said Feoffees or the Survivors of them Survivors or assigns quietly and in peace **And also** that the said John Croot his Executors Administrators or assigns shall and will pay bear and discharge all and all manner of duties rates Taxes Assessments and other Impositions and payments whatsoever which now or hereafter ordinary or extraordinary shall come or times hereafter during the Term hereby granted shall or may be charged taxed or imposed in or upon the said demised premises or any part or parcell thereof **Provided it shall happen** that the said yearly rent or sum of twelve shillings or any part thereof shall be behind and unpaid by the space of fourteen days next after any or either of the said Heads or days of payment whereon the same ought to be paid as aforesaid being lawfully demanded and not paid and no sufficient distress or distresses in or upon the said demised premises or any part thereof can or may be found and taken for the levying thereof in the same or if any thereof be **Or if** the said John Croot his Executors Administrators or assigns shall omit or do or suffer to be done omitted or done in or upon the said demised premises or any part or parcell thereof any voluntary waste or spoil or destruction to the value of five shillings and upwards in any one year during the said Term **Or if** the said John Croot his Executors Administrators or assigns shall refuse to do and perform Suit and Service to all and every the Court and Courts meeting and meetings of the said Feoffees or the Survivors of them Survivors or assigns which shall during the said Term hereby granted be holden and kept in the parish Chamber of Cullitton aforesaid upon reasonable Summons and warning **That that** and in such case and from thenceforth for any or either of the causes aforesaid it shall and may be lawfull to and for the said Feoffees or the Survivors of them Survivors or assigns into the premises hereby demised or into the appurtenances to enter and the same to have again repossess and enjoy as in his and their first and former estate and right any thing herein contained to the contrary thereof in any wise notwithstanding **And the said** Feoffees for themselves and their assigns do covenant promise grant and agree to and with the said John Croot his Executors Administrators and assigns and every of them by these presents that the said John Croot his Executors Administrators or assigns shall or lawfully may during the Term hereby granted by and under the yearly rent or Severalties Covenants and agreements aforesaid peaceably and quietly have hold use occupy possess and enjoy the said demised premises and every part and parcell thereof with the appurtenances without any the lawfull lett suit trouble or charge hurt molestation or disturbance or any other demand whatsoever made or done by them the said Feoffees or the Survivors of them Survivors or assigns or of or by any other person or persons whatsoever claiming or to claim the same or any part or parcell thereof by from or under them or any of them **In witness** whereof the parties first above named have to these presents set their hands and seals the day and year first above written.

© Colyton Chamber of Feoffees 2018