

This Indenture made the first day of December in the second year of the Reign of our Sovereign Lord George by the grace of God of Great Britainne & Ireland King Founder of the same anno Dom 1715
 Betweene William Drake Esq Thomas Marwood Gent Francis Pitt Phillip Mitchell and John Reeve Surveyors of the Parish Land of Colyton in the County of Devon of the one part and Richard Leete of
 Sidbury in the said County of Devon 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 Elected and chosen for aid and assistance to the said
 Feoffees as well for & in consideration of the sum of seven pounds Lawfull Money of Great Britain to the said Feoffees in hand paid by the said Richard Leete at & before the execution of these parts as also in consideration of the
 yearly Rent & covenants hereafter in these parts mentioned to be yielded and payed to the said Feoffees in the years or eyses of the said Feoffees granted to farm letton & by these parts they the said Feoffees doth grant
 of the yearly Rent & covenants hereafter in these parts mentioned to be yielded and payed to the said Feoffees in the years or eyses of the said Feoffees granted to farm letton & by these parts they the said Feoffees doth grant
 to the said Richard Leete his executors & assignes All that one Leys or part of Land with the appurtenances commonly called or knowne by the name of pits Colyton containing by estimation one good acre
 & to farms lott unto the said Richard Leete his executors & assignes EXCEPT & always reserved out of this demise & grant unto the said Feoffees their
 of land lying & being within the parish of Sidbury aforesaid & now in the occupation of the said Richard Leete his assignes or assignes EXCEPT & always reserved out of this demise & grant unto the said Feoffees their
 hours & assignes free liberty of ingress & egress & regress into upon & from the same at all and any time during the continuall p[er]taining of the said premises to have and to hold
 the said land or part of land with the appurtenances EXCEPT before the said Richard Leete his executors & assignes for during the full time of term of Feu forteene years fully to
 the intent and meaning contained in the said Richard Leete his executors & assignes party to these parts or either of them shall see long happen to live. the said term to commence begining & take effect an
 immediately after the death of the said Richard Leete his executors & assignes or other sooner and lawfull determination of the present estate to now hath start YELLINGE paying thre shillings yearly &
 every year after the commencement h[er]eof during the said term unto the said Feoffees their heirs and assignes the sum of two shillings & six pence Lawfull Money of Great Britain to the four most yewall trees -
 or tress in the year next following the birth of our Lord God the Annuntiation of the blessed Virgin St Mary & the nativity of St John his Baptist by even & equal proportion
 the first payment to be made on such day as shall first & next happen after the commencement h[er]eof AND alsoes the said Richard Leete his executors & assignes and every of them long tenanted or tenanted in
 person of the said Feoffees by vertue of their lands shall be holden & kept within the parish of Colyton aforesaid as of his their tenants
 of the said parish lands have done or ought to do upon reasonable warning to or from quin[e]nt [him] the said Richard Leete his executors & assignes for every of them to have & repair & make well & sufficiente reparation &
 to & with the said Feoffees their heirs & assignes by these parts that he the said Richard Leete his executors & assignes shall & will at his & his heirs own cost & charge well & sufficiently repair &
 maintain all & singular the said trees in the said parts & distres end all other woodfull & necessary reparations wher[e]as after the said term & the said feus & ever part
 & every part of the said trees sufficiently repaired & maintained in the end of the said term shall & will come up towards with reparations it shall & may be lawfull to & for the said Richard Leete his executors & assignes to the
 which as aforesaid ought to be paid long lawfully demanded ethen not paid & no sufficiente distres in or upon the premises aforesaid
 if any shall happen to be OR If the said Richard Leete his executors & assignes shall willingly do or by his or their agent or procurer suffer to be done any cut or cutt thing or thing
 what seuer which shall or may tend or be to the prejudic[e] of the said Feoffees their heirs or assignes of the premises or any part thereof OR If the said Richard Leete his executors & assignes
 shall commit or do or consent to be committed or done any voluntary or willfull waste spoile or destruction in or upon the premises or any part thereof to the value of a fine
 presents his executors & assignes shall commit or do or consent to be committed or done any voluntary or willfull waste spoile or destruction in or upon the premises or any part thereof to the value of a fine
 presents his executors & assignes or any of them shall assign or sell over the said premises or any part thereof or alien sell or convey his executors & assignes term or interest of in or to the said
 or any part thereof to any person or persons whatsoever other than to the said Richard Leete and Thomas Leete his sons or one of them without the consent of the said Feoffees first & last
 had and obtained in writing under their hands That then for all every any or either of the causes aforesaid this present demise and grant and term hereby limited shall cease determining and be
 void and that then and from thenceforth it shall end may be lawfull to and for the said Feoffees their heirs and assignes into the said demise premises with the appurtenances to enter and the
 said to have againe retain and enjoy as in their first and former Estate these Indentures or any thing therein contained to contrary therof in any wise notwithstanding AND the said
 Feoffees and their heirs all the said lease of land by these presents demised with the appurtenances (Except as Excepted) unto the said Richard Leete his executors & assignes his executors &
 and assignes in manner and form aforesaid and under the Rents Covenants Conditions and agreements before express and warred aswell against the said Lord or Lords of the fee of the
 premises for High Rents such services and reliefs to them the said Lord or Lords to be due and payable for the same as also against themselves the said Feoffees their heirs and assignes shall
 and will warrant arquit and defend by these presents after the commencement h[er]eof during the term aforesaid IN WITNESS whereof the parties to these presents Interchangeably have
 set their hands and sealtes the day and year first above written

Sealed and delivered
 in the presence of us ---
 William Burnard
 Robert Paskmar

Richard Leete
 

S. Surr
Richard Scott's Compt
of Pipers Acre in Sudbury
1715

Sudbury

expired

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