

This Indenture made the eight day of April in the third year of the Reigne of our Sovereign Lord James the second by the grace of God of England Scotland France & Ireland King Defender of the Faith **betweene** Edmund Dabronde Esq^r William Drake Thomas Sampson Thomas Marwood Gent Francis Bratt Francis Bagwell Jun Lodges Harrant Ellen Albot Richard Newton Jun John Creeke Phillip Wiltell Jun & John Reede Feoffees of the pish lands of Colyton of the one pte And Ellen Wiltellade of Shute in the pish of Colyton aforesaid woman of the other pte

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tenure of Christopher Seward or less situate being & being in the Burrough of Colyton in the sd County of Devon & now in the tenure of Christopher Seward & except & all wayes reserved out of this pte demise & grant unto the said Feoffees their Heirs & Assignes free liberty of Ingresse Egress & Regresse at all convenient tyme & times in upon & from the pmisses for the viewing & surveying of the same **to have & to hold** all the sd Messuage Close & hies garden wth their appurtenances (except before excepted) unto the sd Ellen Wiltellade his Heirs & Assignes immediately from & after the death & decease of the sd Christopher Seward unto the end & terme & for duringe the whole terme of four score & nyete years fully to be compleate expired & ended If Mary Seward & Jane Seward Daughters of the sd Christopher Seward or any or either of them shall for longe tyme to live **yeildinge** & payinge therefor yearly duringe the sd terme unto the sd Feoffees their Heirs & Assignes the yearly Rent of seven shillings of good & lawfull money of England at the four moste usual feasts in the year (that is to say) the feast of the birth of our Lord God, the annuntiation of the blessed Virgin Mary the Nativity of St John the Baptist & Allsaints thanksgiving by even & equal portions **And also** yeildinge & payinge unto the sd Feoffees their Heirs & Assignes after the death Surrender forfeiture or other lawfull determination of the Estate & Interest of the said Ellen Wiltellade his Heirs & Assignes of & in the pmisses & any other beinge tenant or tenants in possession thereof by vertue of these ptes the sum of seven shillings lawfull money of England in the name of a Sheriff or Harleife & also payinge & discharginge the Burrough or some rent to be due & payable for or out of the pmisses yearly duringe the sd terme **And also** the sd Ellen Wiltellade his Heirs & Assignes & any of them beinge tenant or tenants in possession of the pmisses by vertue of these ptes shall doe suite to all the Courts of Suveraign of the above named Feoffees their Heirs & Assignes w^{ch} shall be holden in the pish of Colyton aforesaid as other their tenants of the sd pish lands have done & ought to doe upon reasonable warninge to thin or them given **And** the said Ellen Wiltellade for himselfe his Heirs & Assignes & any of them doth & doven pmisses agree to & with the sd Feoffees their Heirs & Assignes by these ptes that the sd Ellen Wiltellade his Heirs & Assignes & any of them beinge tenant or tenants in possession of the pmisses by vertue of these ptes shall & will at his & their owne pper costs & charges well & sufficiently repaire sustaine & maintaine all & singular the sd demised pmisses & any pte thereof as well in houses walls & chimneyes & coveringe as in hedges ditches & fences & all other needfull & necessarye reparations what soeul w^{ch} as often as need shall require duringe the sd terme **And** the same pmisses & any pte thereof shall be well & sufficiently repaired & maitayned in all things as aforesaid in the end of the sd terme shall & will leave & yeeld up unto the sd Feoffees their Heirs & Assignes havinge & takinge towards the sd reparations great & small in & upon the pmisses groweing or to be groweing by the deliverye of the sd Feoffees their Heirs & Assignes & hedge boote & fire boote of the under woods & coppes of trees there groweing & to be groweing w^{ch} out & deliverie thereon to be expended & employed & not else where makeinge no waste **And** the sd Ellen Wiltellade for himselfe his Heirs & Assignes & any of them doth & doven pmisses agree to & with the sd Feoffees their Heirs & Assignes & any of them by these ptes that the sd Ellen Wiltellade his Heirs & Assignes or any of them shall not willingly commit or doe nor consent to be committed or done any waste spoyle or destruction in to or upon the pmisses or any pte thereof nor sell or rutt downe any Calbe chylde or anye or gibble in or upon the pmisses groweing or beinge unless it be for the buildinge reparings or amendinge of the same pmisses w^{ch} the license of the sd Feoffees their Heirs & Assignes or the more pte of them in writings under their hands thereunto first had & obtayned **But** if it shall happen the sd yearly Rent of seven shillings to be behind & unpaid in pte or in all by the spare of one quarter of a year next after any of the aforesaid feasts in w^{ch} it ought to be paid beinge lawfully demanded then not paid and no sufficient distress in & upon the pmisses (in the meane tyme) can or may be found for the recoverye of the same rent w^{ch} charges thereof if any happen to be **and** also of such & several as by vertue hereof shall grow due or payable **Or** if the sd Ellen Wiltellade his Heirs & Assignes or any of them shall willingly doe or by his or their assent or procurement suffer to be done any att or atts thing or things to or upon the pmisses or any pte thereof or if the sd Ellen Wiltellade his Heirs & Assignes or any of them shall commit or doe or willingly consent to be committed or done any voluntary waste or spoyle in or upon the pmisses or any pte thereof to the ballue of five shillings or upwards & doe not make double satisfaction for the same unto the sd Feoffees their Heirs & Assignes w^{ch} in forty dayes next after such att committed **Or** if the sd Ellen Wiltellade his Heirs & Assignes or any of them shall doe or commit or suffer the pmisses or any pte thereof to be ruinous & in decay to the ballue of twenty shillings or upwards & shall not sufficiently repaire & amend the same w^{ch} in one full year next after warninge thereof to thin them or one of them w^{ch} shall be then tenant to the pmisses given or to be given by the sd Feoffees their Heirs & Assignes or one of them that then for every any or either of the causes aforesaid it shall & may be lawfull to & for the sd Feoffees their Heirs & Assignes into all & singular the sd demised pmisses w^{ch} their appurtenances to reenter & the same to have againe retained & enjoyed in their full & former Estate thesd Indenture or any thing in them contained to the contrary thereof in any wise notwithstandinge **In witness** whereof the ptes above sd to these ptes Indentures their hands & seals interchangably have sett this day & year first above writen the marks of

Ellen Wiltellade

Sealed & Delivered
in the presence of
Robt. Parkman
the mark of
Matthias Woodman
the mark of
Joane - & Dentige /

The Profes
to
Allen Wyllads
Dorset
near the bridge garden
and part of ground in Dorset
expired
1698
9/26

