

415) to the Two original Tracts called Chance and Lime stone Land are not yet made good and paid so that Patents upon the two Resurveyed Tracts cannot at present Issue, It is therefore hereby Covenanted granted and agreed by and between the said Parties and the said John Howard son of Gideon for himself and his Heirs doth hereby Covenant Grant and Agree to and with the said Philip Hammond his Heirs Executors and Administrators that he the said John Howard son of Gideon or his Heirs shall and will well and truly pay the Money for making good the Rights to the Vacancy added to those two Resurveyed Tracts of Land the Number of Acres added in them both being Six Thousand One hundred and seventy Acres and also pay and discharge all Fees and <sup>other</sup> Charges that shall or may arise or be at present due thereupon, and Cause Patents to Issue for the same two Resurveyed Tracts of Land containing Four thousand and forty and Two thousand two hundred Acres in due form at ~~least~~ <sup>least</sup> Twenty days before two Years shall run out upon either Warrant of Resurvey And that he the said John Howard son of Gideon and his Heirs shall & will do and suffer to be done any other further Reasonable Act or Acts thing or things whatsoever for the better Surety and sure making of the s<sup>d</sup> Lands and Promises unto him the said Philip Hammond his Heirs and Assigns as by him the said Philip Hammond his Heirs or Assigns & his or their Council learned in the Law shall be so reasonably devised advised or required and when by him them or either or any of them he the said John Howard son of Gideon or his Heirs shall be called upon so to do provided always and it is the true Intent and meaning of these Presents that if he the said John Howard son of Gideon or his Heirs shall and do well and truly pay to the said Philip Hammond his Heirs or Assigns the said Sum of Three hundred Pounds of Curr<sup>t</sup> Money at or before the first day of May in the Year Seventeen hundred and fifty five together with the legal Interest Annually arising thereupon that then this Deed and every Clause thereof shall be Void and of no Effect and the Lands and Promises therein contained shall revert to him the said John Howard and his Heirs, and be as in their former Estate any thing therein contained to the contrary in any wise notwithstanding And lastly it is Covenanted granted and agreed by and between the said Parties and the said John Howard son of Gideon for himself and his Heirs doth hereby Covenant and Grant to and with the said Philip Hammond his Heirs and Assigns that he the said John or his Heirs shall and will well and truly pay the said Sum of three hundred Pounds Currant Money with the legal Interest Annually arising thereupon unto him the <sup>afors</sup> said Philip his Heirs or Assigns at and by the time limited in the said Mortgage and agreeable to the true Intent and meaning thereof In Witness whereof he the Party first

(above)