And to have and to hold the other moytie or halfe part of the said Mannor &c
Messuages plantations farmes landes tenututs and hereditaments and premisses
to the said George Plowden his heires and assignes to the vse and behoofe of
the said George Plowden and of his heires and assignes for ever And the said
Richard Perry for the Consideracons aforesaid Hath bargained sold assigned &
transported and set over and by these presents doth bargaine sell assigne and
set over unto the said Thomas Plowden and George Plowden their Executors
administrators and assignes All and every the worke goods cattle stocke of
stock Mortgadges houshold stuffe Implements goods Chattells and personall Estate &
whatsoever now being or which by the intent of one Indenture of Covenants &c
relateing to the Marriadge of the said Mannor and plantation or some of them
bearing date the Eighteenth day of September One thousand five hundred threescore
and Nine made or mentioned to be made between the said Richard Perry of the
one part and Simon Wilmer then of London Merchant of the other part ought to be
in or upon the said Mannor plantation Messuages farmes landes & premisses or
any part or parcell thereof or therewith or with any part thereof Usually occupied
employed or enjoyed or accepted reputed deemed or taken to be belonging thereunto
And also the said Indenture bearing date the said Eighteenth day of September 1679
And all and every the Covenants Articles and agreements therein contained on the
part and behalfe of the said Simon Wilmer his Executors or administrators to be
done or performed And all benefit advantage remedy playnt and demaund
whatsoever in Law or equity to be had or obteyned upon or by meanes of the said
Covenants Articles and agreements or any of them And all the Estate right title
interest possession playnt and demaund whatsoever of him the said Richard Perry
of in to upon out of touching for or in respect of the last mentioned to be &
bargained and assigned premisses or any part or parcell thereof Excepting three
part of the Stock of the said Mannor and premisses as by the Indenture
Indenture bearing date the Eighteenth day of September 1679 doth or shall belong
to the said Simon Wilmer his Executors or administrators To have & to hold one
moytie or halfe part of the said last mentioned to be hereby bargained and assigned
premisses (except before excepted) to the said Thomas Plowden his Executors admrs assigns
and his and their owne proper goods and Chattells absolutely for ever And to have
and to hold the other moytie or halfe part of the same premisses (except before
excepted) to the said George Plowden his Executors admrs and assignes as his
and their owne proper goods and Chattells absolutely for ever And the said Richard Perry
doth by these presents make ordaine & constitute and in his place & stead put the
said Thomas Plowden and George Plowden and either of them their Executors
admrs & assignes & either of them severally & respectively his true & lawfull
Attorney and Attorneys irrevocable of him the said Richard Perry in his name
but to the benefit & behoofe of the said Thomas Plowden & George Plowden
their heires Executors admrs & assignes respectively to demand recover & take all
such benefit satisfaction and damages as any time or times hereafter may
be had or obtained upon or by meanes of the said Indenture bearing date the
Eighteenth day of September 1679 by reason of the non performance of all or
any the Covenants Articles or agreements therein contained on the part and
behalfe of the said Simon Wilmer his Executors or admrs to be done and
performed And to sue & prosecute all suits & causes suites & remedies upon for or
in respect thereof as they or any or either of them shall think fit And the said
Richard Perry for him his heires Executors & admrs doth covenant grant & agree
to & with the said Thomas Plowden & George Plowden and either of them their
& either of their heires Executors & administrators by these presents That the
said Richard Perry hath not made done committed or wittingly or willingly
suffered any act matter or thing whatsoever whereby or by meanes whereof the
premisses hereby bargained & assigned premisses or any of them or any part or parcell
thereof is are shall or may charged or incumbred
in title regard Estate or otherwise howsoever except the said Indenture
bearing date the Eighteenth day of September 1679 And that he the said Richard
Perry (for & notwithstanding any act matter or thing by him done or suffered to