

the said Henry Towles of & in all & singular the said Two severall Tracts or peells
of Land, with all & singular the incidents & all evidences writings & minuments &
of & Concerning the said Two Tracts or peells of Land & premises, Together alsoe
with Eighteen head of Cattle, and all the hoggs or swyne that now are upon
the said Tract or peell of Land called Expectacon and Three Servants (that is to
say) William Ruchinson, Wm. Bond & John, being a frenchman. **To have and to**
hold the said Two severall Tracts or peells of Land & premises before mentioned
with all & singular the Appurtenances to the said John Abington, his Heires &
and assigns for & during the full end & Terme of Nine Hundred Ninety & Nine
Yeares from the day of the date hereof fully to be compleate & Ended without
Impeachment of or for any manner of waste **Provided** allwayes & upon Condition
That if the said Henry Towles his Heires Execut^{rs} Adm^{rs} or assigns or any one of
them shall & doe well & truly pay or cause to be paid unto the said John Abington
or to his certaine Attorney his Heires Executors Adm^{rs} or assigns the full summe
of Three Hundred & Twenty pounds Two Skillings & five pence half penny
of good & lawfull money of England at some convenient place in the City of
London and alsoe the full summe & just quantity of Ten Thousand seven hundred
Twenty & Two pounds of good well conditioned large bright & cleane Caske
Tobacco & Casque to containe the same, at one of the places appointed by
Act of asembly, upon the Tenth Day of October next after the date hereof
then & there free & cleere from all Charges whatsoever without fraud
Coven or further delay That then & from thenceforth this present Indenture
of bargain & sale or Base Mortgage shall cease determine and be utterly
void frustrate to all intents & purposes whatsoever, otherwise shall stand &
remaine in full power force strength & vertue **AND** the said Henry Towles
for himselfe his Heires Executors Adm^{rs} doth Covenant promise & grant to
& with the said John Abington, his heires Execut^{rs} & Adm^{rs} and to and with
every of them, by these presents That he the said Henry Towles his Heires &
Executors Adm^{rs} or assigns or some or one of them shall & will at or before
the fourth day of June now next Ensueing the date hereof well & truly
pay or cause to be paid to the said John Abington, or to his certaine Attorney
his Executors Adm^{rs} or assigns at the place of payment aforesaid the said
summe of Three Hundred & Twenty pounds Two Skillings & five pence
half pency of good & lawfull money of England And alsoe the summe
of Tene Thousand seven hundred Twenty & Two pounds of such Tobacco
And in such manner & forme as in the provisoe or Condition, hereof is
Contained without making default in either of the said payments **AND**
if it shall happen, that default of payment of either of the said summes
of money or Tobacco at the day's and places aforesaid be made contrary
to the true intent & meaneing before expressed That then & from thence
forth