

April 17, 1819.

THIS INDENTURE made the seventeenth day of April in the year of our Lord one thousand, eight hundred and nineteen - BETWEEN Thomas McMicking of the Township of Stamford in the District of Niagara and Province of Upper Canada, Yeoman: Peter Thompson, Archibald Thompson and James Cooper of the same place, Yeomen: Trustees of the Presbyterian congregation of the Township of Stamford, aforesaid, of the First Part, and Susannah Alexander of the same place, relict of the late Hugh Alexander, of the second part.

WITNESSETH that the said parties of the first part for and in consideration of the sum of five shillings lawful money of the Province aforesaid, to them in hand paid, the receipt whereof is hereby acknowledged, and of the rents, covenants and conditions hereinafter contained on the part of the party of the second part, her executors, administrators and assigns, to be paid, kept and performed, Have demised, granted, leased and to farm let, and by these presents do demise, grant, lease and to farm let, unto the said party of the second part, her executors, administrators and assigns, all those lots, pieces or parcels of ground, situate, lying and being in the Township of Stamford aforesaid, being part of lot number fifty five, in the said Township of Stamford, containing by admeasurement two acres more or less which said Pieces or Parcels of ground is known and distinguished on the Plan or map of the Town of Stamford in the said Township of Stamford by lots numbered eight, nine, thirty seven and thirty six and is butt ed and bounded and may be otherwise known as follows (that is to say) COMMENCING at the south east angle of said lot number eight, then west six chains and thirty two links more or less to St. Patrick Street, thence north three chains and sixteen links more or less to Market Street, thence East six chains and thirty two links more or less to St. Paul Street, thence south along St. Paul Street three chains and sixteen links more or less to the place of beginning.

TO HAVE AND TO HOLD the said lots, pieces or parcels of ground above mentioned until the said party of the second part, her executors, administrators and assigns, from the day of the date hereof for and during the full end and term of nine hundred and ninety nine years from thence <sup>next</sup> ensuing and fully to be complete and ended, YIELDING and PAYING therefore yearly and every year during the said term, to the parties of the first part, their heirs and assigns, at the Town of Stamford, aforesaid, the yearly rent or sum of two pounds, ten shillings, lawful money of the Province aforesaid; the mority of the said sum of two pounds, ten shillings or first year's rent, to be paid at the time or before the sealing and delivery of these presents, V the residue of the said sum of two pounds ten shillings ore remaining mority of the said first years rent on or before the thirtyeth day of November next ensuing which will be the year of our Lord one thousand, eight hundred and nineteen and the yearly rent aforesaid on or before that day in each and every succeeding year during the continuation of the term aforesaid And the said party of the second part, for herself, her executors, administrators, and assigns, doth covenant and grant to and with the said parties of the first part, their heirs and assigns by these presents in manner following (that is to say) that her, the said party of the second part, her executors, administrators and assigns, shall and will, well and truly, pay or cause to be paid unto the said parties of the first part, their heirs and assigns, the said yearly rent above reserved at the Town of Stamford aforesaid, on or before the day aforesaid in each and every year during the said term according to the true intent and meaning of these presents clear of and over and above all taxes and reprises whatsoever: and also that she, the said party of the second part, her executors, administrators and assigns, shall and will from time to time during the term of this demise bear and discharge all taxes, charges and assessments ordinary and extra ordinary, which may hereafter at any time during the continuance of the said term be imposed or charges on the said demised premises or any part thereof and shall and will indemnify the said parties of the first part, their heirs, executors, administrators and assigns, of from and against all damages, costs and charges which they or them may at anytime sustain, or be put to by reason of any neglect in the due and punctual discharge and payment of the said taxes, charges and assessments.

And she, the party of the second part, her executors, administrators or assigns shall and will, within two years from the date of these presents, at her or their proper costs and charges in all things, make out, set up and finish (so far as to render the same tenable) or cause or procure to be made, erected, set up and finished in manner as hereinafter mentioned, upon the said lots, pieces or parcels of ground herein before mentioned and demised, one good substantial framed, brick or stone house, eighteen by twenty four feet on the ground and one and a half story high, and on failure of her or their making, erecting, setting up and finishing a house of the size and description aforesaid, her or them shall pay or cause to be paid to the said parties of the first part, their heirs or assigns, the said rent that shall then become due and payable - Provided also nevertheless and it is further agreed on by and between the said parties to these presents that if the said parties of the second part, her executors, administrators or assigns, do not before the expiration of two years from the day of the date hereof aforesaid at her or their own proper costs and charges, make, erect, set up and finish the said house, building or tenement in all things as the said party of the second part hath before covenanted and agreed to do, that then and from thenceforth this present lease or demise and everything therein contained shall cease, be void and of no effect, and the estate hereby granted to the said party of the second part, her executors, administrators and assigns shall cease and determine, to all intents and purposes whatsoever, anything herein contained to the contrary thereof in any wise notwithstanding and the said party of the first part for themselves, their heirs and assigns, do covenant and grant to and with the said party of the second part, her executors, administrators and assigns, by these presents that the said party of the second part, her executors, administrators and assigns, shall or may at all times during the said term hereby granted, by and under the yearly rents, covenants, conditions and agreements herein contained, peaceably and quietly have hold, occupy, possess and enjoy, all and singular the said premises hereby demised and every part and parcel thereof, with the appurtenances without the let, trouble, hindrance, molestation, interception, and denial of them, the said parties of the first part, their heirs or assigns or of any person or persons whatsoever lawfully claiming or to claim the same or any part or parcel thereof: PROVIDED always and these presents are upon the condition and it is the true intent and meaning of these presents, that if it shall happen that the yearly rent herein before reserved shall be behind and unpaid in part or in all by the space of thirty days after the same ought to be paid according to the reservation aforesaid and no sufficient distress can or may in or upon the premises, whereby the same with the arrears thereof (if any shall happen to be) can be made or if the party of the second part, her executors, administrators or assigns shall not well and truly observe, keep and perform all and singular the covenants and agreements on her or their parts to be observed, kept and performed according to the true intent and meaning of these presents that then and from thenceforth in any any of the said cases it shall and maybe lawful to and for the said parties of the first part, their heirs and assigns, into and upon the said hereby demised premises or any part thereof, in the name of the whole to re-enter and the same to have again repossess and enjoy, as in their first and former state and right

THIS INDENTURE, or anything herein before contained to the contrary thereof in any wise notwithstanding. In Witness whereof the parties to these presents have interchangeably hereunto set their hands and seals, the day and year first above written and in the fifty ninth year of his Majesty's Reign.

Signed, Sealed and Interchanged  
in presence of us  
A. RORBACH  
JOHN BURCH

THOMAS MCMICKING  
PETER THOMSON  
JAMES COOPER  
SUSANNAH ALEXANDER.