

# This Indenture

made the ffive and twentieth Day of August in the Sevynth year of the Reigne of our Soueraine Lord Charles by the grace of God of England Scotland France and Ireland King Defender of the faith &c. Betweene the Right honorable william Earle of Exeter Baron of Buryley one of the Lords of his Ma<sup>ty</sup> Most honorable Privie Counsell and Knight of the most noble order of the Garter, the honorable Sir Richard Scull xxx of Waterley in the Countie of Northton Knight & David Scull of Ketter in the Countie of Rutland Esq<sup>r</sup> on the one part And Thomas Poole of Ludington in the said Countie of Rutland husbandman on the other part. **Witneseth** that the said william Earle of Exeter Sir Richard Scull & David Scull aforesaid in Consideration of the Surrender of a former Lease of the particulars hereafter mentioned at assise of a competent summe of Lawfull money of England in hand paid to the said william Earle of Exeter by the said Thomas Poole before the dealing & deliv<sup>r</sup> hereof have demised grante and to farme Letten And by their assent doe demise grante and to farme Letten unto the said Thomas Poole Myne & Armes and three roods of Arable land lyette & Chalfe on ane of Meadow wh<sup>ch</sup> thax p<sup>r</sup> term<sup>s</sup> & lye myne and boome p<sup>r</sup> the feilds of Ludington aforesaid and now in the possession or usurpation of him the said Thomas Poole or his assignes. **To have and to holde** the demised p<sup>r</sup> m<sup>s</sup> and d<sup>r</sup> part thereof unto the said Thomas Poole his exors<sup>els</sup> Administrato<sup>rs</sup> and assignes from the tyme of the making hereof unto the full end and tyme of Shrove sonne & nexte years from thence nexte ensuynge and fullie to be compleate and ended. **As he the said Thomas Poole Robert his sonne and Anne his daughter or any one of them shall so longe live** **vee Linge and payenge** therefor yearly duringe the said tyme the rent of Six Shillinges & eight pence of Lawfull mony of England at the feaste of S<sup>t</sup> Michael the Archangell & the Annuntiatione of the Blessed Virgyn Marie by even and equall portions fowd two strikes of shewtt cleane well dressed & Marchantable Beanes at good as Stamford Market can afford at the feaste of Pentecoste. **And** if it shall happen the said yearly rent of Six Shillinges and eight pence or any parte thereof to be behinde and unpaid by the space of fower tyme dayes next after syther of the said of the said feastes wheratt the same ought to be paid at aforesaid (beinge Lawfullie demanded) Then & from thenceforth it shall and may be Lawfull to and for the said william Earle of Exeter duringe his naturall life and after his decease to such other person and persons as shall have the next and ymediate Reversion and remainder of the demised p<sup>r</sup> m<sup>s</sup> and d<sup>r</sup> part thereof to receive and the same to possess & have againe as in his and their owne right and former estate Any thinge herein Contained to the contrary notwithstanding. **And** if it shall happen the said rent Beanes or any pt thereof to be behinde and unpaid by the space of six dayes next after the feaste of Pentecost at the same ought to be paid at aforesaid (beinge Lawfullie demanded) Then shall the said Thomas Poole his exors<sup>els</sup> Administrato<sup>rs</sup> and assignes forfeite and pay unto the said william Earle of Exeter duringe his naturall life and after his decease to such other person and persons as shall have the next and ymediate Reversion and remainder of the demised p<sup>r</sup> m<sup>s</sup> & eight pence of Lawfull mony of England (Nomme pene) and as much more in six dayes <sup>after that</sup> until the said rent Beanes & all the arerages thereof be fullie satisfied & paid. **And** the said Thomas Poole doth hereby for himselfe his exors<sup>els</sup> Administrato<sup>rs</sup> & assignes Comynge promise and grante to and w<sup>th</sup> the said william Earle of Exeter his heires & assignes That he the said Thomas Poole his exors<sup>els</sup> Administrato<sup>rs</sup> & assignes shall and will from tyme to tyme duringe the said tyme upon warning or notice given well and lawfully p<sup>r</sup> forme & doe his and their suite and service to the Do<sup>r</sup> Loote and Do<sup>r</sup> Baron of the said william Earle of Exeter his honore and assignes to be held w<sup>th</sup> or for the memo<sup>r</sup> of Ludington aforesaid w<sup>th</sup> or at often at they or syther of them shall happen to be kept, And well and truly p<sup>r</sup> forme & observe & keepe all the pointes & qualites & o<sup>r</sup> by laws and Constitutions w<sup>ch</sup> shall be made aforesaid or imposed upon him or them by the Steward and Jurors of the said Do<sup>r</sup> or syther of them for the tyme beinge. **And** likewise shall and will from tyme to tyme duringe the said tyme Grinde all his and thore owne graine and Maill w<sup>ch</sup> he or they shall oppone upon the p<sup>r</sup> m<sup>s</sup> at the Mill or Mills of the said william Earle of Exeter his honore & assignes at Ludington aforesaid And paye the Toll accustomed for the same. **And** Lawfully shall and will duringe the said tyme w<sup>th</sup> such a competent number of Servants or other workfolles persons as shall be needfull and w<sup>th</sup> his and their Cart waine, beastes Cartell poles & furniture thereunto belonginge Boone & labour thre dayes in the weeke service and Busines of the said william Earle of Exeter duringe his naturall life and after his decease of such other person and persons as shall have the next and ymediate reversion and remainder of the demised p<sup>r</sup> m<sup>s</sup> upon warning or notice given unto him or them for the same. **And** the said william Earle of Exeter doth hereby for himselfe his heires & assignes Comynge promise and grante to and w<sup>th</sup> the said Thomas Poole his exors<sup>els</sup> Administrato<sup>rs</sup> & assignes that it shall and may be Lawfull to & for him and them for and under the rent and Comynge above mentioned p<sup>r</sup> ceably and quietly to have hold possess and enjoy the demised p<sup>r</sup> m<sup>s</sup> and d<sup>r</sup> part thereof duringe the said tyme w<sup>th</sup> out the Lawfull lett trouble molestacion or interruption of the said william Earle of Exeter his heires & assignes. **And** the said Sir Richard Scull & David Scull doe hereby likewise for them selves their heires & assignes Comynge promise & grante to & w<sup>th</sup> the said Thomas Poole his exors<sup>els</sup> Administrato<sup>rs</sup> & assignes That it shall and may be Lawfull to & for him & them for & under the rent & Comynge above mentioned p<sup>r</sup> ceably & quietly to have hold possess and enjoy the demised p<sup>r</sup> m<sup>s</sup> and d<sup>r</sup> part thereof duringe the said tyme w<sup>th</sup> out the Lawfull lett trouble molestacion or interruption of the said Sir Richard Scull and David Scull or syther of them their or syther of their heires or assignes or any of them or any Claymynge by from or under them or any of them. **In witness** whereof the parties to this indenture have hereunto set their hands & seals the day and year first above written.

The o<sup>r</sup> Poole  
by Marke

Read signed and delivered  
in presence of.

Mich: Mestelz

W. Pitt. Jacobson

1830/17

James Fort Mendenhall  
James Fort Mendenhall  
9 acres 3 rods 8 lines  
& half an acre more for 3 lots from the 25th of  
August 1831. (Book 6, p. 98 at pt. Mich. & Co. Land  
& a half of 3 acres of 1/2 acre