

shall be so determined by condition broken and notice as aforesaid, and also when and as soon as the term hereby created shall have expired by its own limitation, it shall be lawful for any attorney of any Court of this County, to appear for the Lessee in an action of ejectment to be therein brought by the Lessor for the recovery of the demised premises, and therein confess judgment by *non sum informatus nil dicit* or otherwise, without stay of execution by entry of bail or otherwise, and with waiver and release of all errors in the said judgment or any process and proceedings thereon: provided that the Lessor shall first cause to be filed in such action an affidavit made by *them* or some one on *their* behalf, setting forth the facts necessary to authorise the entry of such judgment according to the terms of this Lease, of which facts such affidavit shall be evidence, and if a true copy of this Lease shall be annexed to such affidavit it shall not be necessary to file the original as a warrant of attorney, any rule of Court to the contrary notwithstanding: But no such determination of this Lease by notice as aforesaid or otherwise, nor any recovery in ejectment upon any such judgment by confession, shall operate to relieve the Lessee from liability in damages for the breach of any covenant herein contained. And **Provided**, that all the reservations, conditions, covenants and provisoes herein contained shall bind and be available to the heirs or successors, executors, administrators or assigns as the case may be of the Lessor and Lessee respectively, as though in each case expressly named. **In Witness whereof**, the parties hereto have interchangeably set their hands and seals the day and year first above written.

*Scaled and delivered
in the presence of*

Charles F. Gurney

*his
Co. H. X Phillip
mak*



the undersigned in consideration of the execution of the foregoing Lease by the above named Lessor, do hereby covenant and agree to and with the said above named Lessor and assigns, that the said above named Lessee and assigns shall and will well and faithfully perform all the covenants and conditions in the said Lease contained, and by and them to be done and performed.

Witness my hand and seal the said day of

*Scaled and delivered
in the presence of*

