

rently chosen by the heirs and assigns of the said James Logan, of the one part, and the executors, administrators, and assigns of the said Jonathan Ingham, of the other part, and by how much the true value of the said land and improvements shall in the estimation of the said four persons, exceed the rent herein reserved, one full half or moiety of such excess shall be added to the said rent herein reserved; and from that time become a new rent, and shall be yearly yield and duly paid to the heirs or assigns of the said James Logan, by the executors, administrators, or assigns of the said Jonathan Ingham, on the first day of March yearly forever; and in the like manner the like proceedings shall be renewed at the expiration of every term of one hundred and twenty-one years forever hereafter; and if it shall happen that any of the said yearly rents hereby reserved or any part of any of them, shall be behind and unpaid after any of the said days or times of payment, it shall or may be lawful to and for the said James Logan, his heirs or assigns, or any of them, into and upon the said described tract of land and premises hereby granted or mentioned so to be with the appurtenances or any part thereof, and into all and singular the buildings thereon erected or to be erected, to enter and distrain for the said respective rents so behind; and the distress and distresses then there found and taken to impound and impounded to detain and keep at the proper resque and charges of the said Jonathan Ingham, his heirs and assigns, for the space of five days; and if within the said space of five days payment and satisfaction of the said rent and arrearages thereof, if any be not made, then the same distress and distresses to expose and sell by way of public auction or vendue for the best price that can reasonably be got for the same, leaving in the hands of the persons or officer that makes the distress and surplusage if any be after the rent, and all the arrearages and all charges of distress, detainue, and sale are first deducted. And the said Jonathan Ingham, for himself, his heirs, executors, and administrators, doth covenant, promise, and grant to and with the said James Logan, his heirs and assigns, by these presents, that he, the said Jonathan Ing-

