

Lease, Ohio University To Moses Hewitt

This Indenture, made concluded and fully agreed upon this third day of June, in the year of our Lord one thousand eight hundred and seven, between the President and Trustees of the Ohio University of the one part and Moses Hewitt assignee of Edmund Martin of the County of Athens and State of Ohio, of the other part, Witnesseth, That the said President and Trustees by virtue of and in pursuance of the trust reposed in them by a law of the State of Ohio, entitled "An act establishing an University in the Town of Athens," passed the 18th day of February, in the year of our Lord one thousand eight hundred and four, and another law of the said State entitled "An Act to amend an act establishing an University in the town of Athens" passed the 21st day of February 1805, for and in consideration of the rents and covenants hereinafter reserved, and contained, have leased, let, and to farm[?] let unto the said Moses Hewitt, his heirs and assigns, all the tract of land included within the following bounds, to wit: Beginning at the South East corner of Land, Surveyed to Amos Thompson, thence North 41.78 links, thence East 20.71 links, thence South 41.78 links, thence West 20.71 links to the place of beginning, containing 86 Acres 54 hundredths, being Lott No. 5 in Section 23 of the 8th Township in the 14th Range with all the rights privileges and appurtenances to the same belonging or in any wise appertaining, by virtue of the laws aforesaid, to have and to hold the said premises and every part thereof unto the said Moses Hewitt his heirs and assigns, for the term of ninety nine years from and after the first day of January A. D. 1806 and renewable forever, he the said Moses Hewitt, his heirs and assigns, yielding and paying therefor, yearly and every year unto the Treasurer (for the time being) of the said president and Trustees of the Ohio University the sum of Ten dollars Two cents, Together with such other sums as may from time to time be on the first day of January of each and every successive year during the term aforesaid.

Provided Always, and these presents are upon these express condition, that if the rents above reserved or any part of them shall remain unpaid for the span of two months next after the said days of payment above Stipulated, then and in such case it shall be lawful for the President and Trustees aforesaid to distrain for the rent or rents due, or at their election into the said premises, or any part thereof to reenter and the same again to possess and enjoy as in their former right and estate, and the said Moses Hewitt, his heirs, executors, administrators or assigns, and all other tenants and occupiers of the premises, from them utterly to expel, put out and remove, and from and after such reentry made, this present lease and every clause, article and thing herein contained, shall cease and determine, and be utterly void to all intents and purposes whatsoever, anything in these presents contained to the contrary in any wise notwithstanding.

In Testimony Whereof the President and Trustees aforesaid have caused their Treasurer to affix the seal of the said corporation hereunto and sign the same on their part, and the said Moses Hewitt Lessee hath hereunto set his hand and seal.

Signed Sealed and Delivered
in the presence of us
Henry Bartlett
Eli Reynolds

Leonard Ganett, Treas.

Ohio
University
seal

Moses Hewitt

seal

[See image of original document at:

<https://www.familysearch.org/ark:/61903/3:1:3Q9M-CSTC-2S6X-5>]