Mary Diffenbach
to
William Spencer

Lease of a Lot in Gay Street

This Indenture made this fifth day of March in the Year of our Lord One thousand Seven hundred and Seventy Between Mary Diffenbach widow and Administratrix of all and Singular the Goods and Chattles rights and Credits Lands and Tenements which were of Michael Diffenbach late of the Town and County of Baltimore in the Province of Maryland Blacksmith deceased and Natural Guardian of Catherine Daughter of the said Michael and Mary of the one part and William Spencer of the said Town and County Scrivener of the other part Witnesseth that the said Mary Diffenbach for and in Consideration of the Payment of the Rents and Performance of the Covenants and agreements herein after Contained on the part and Behalf of the said William Spencer his Executors and Administrators to be paid kept done and Performed hath demised leased Set and to farm Letten and by these Presents Doth demise Lease and Set and to farm Lett unto the said William Spencer his Executors administrators and Assigns All that Large Tenement on Gay Street in Baltimore Town aforesaid and part of a Lot of Ground Square with the same which is now in the Tenure and Occupation of the said William Spencer, Together with the Smyths Shop and Brick Shed built for a Place for the Bellows for said Shop And also all Buildings Improvements Rights Liberties Privileges Liberties hereditaments and Appurtenances Whatsoever to the same Belonging or in any Wise Appertaining Together also with free Egress and Regress to the new Baking Oven of the said Mary Diffenbach with free Liberty to heat the said Oven and bake therein as often as he the said William Spencer or his Executors administrators or Assigns shall See fitting and proper to Use the same

To have and to hold the said Tenement part of a Lot of Land Smithshop and Appurtenances to the same Belonging

above by these Presents Letten unto the said William Spencer his heirs Executors Administrators and Assigns for and During and unto the Term and Term of five Years from the Twenty fifth day of April now next Ensuing fully to be Compleat and ended Yielding and paying therefore Quarterly and every fourth part of a Year During the said Term the sum of Twelve Pounds ten Shillings passing Currency and that to be paid on the Twenty fifth day of July October January & April in every year During the said Term And if it shall so happen that the said Quarterly Rent or any part thereof shall be behind and Unpaid by the Space of Forty Days after any of the Days herein before Limitted and Appointed for payment thereof It Shall and may lawful (the said Rent being first Lawfully Demanded on the premises) for the said Mary Diffenbach her heirs Executors administrators or Assigns into the said Hereby Demised or any part thereof in the Name of the Whole to re-enter and the same again to have hold possess and enjoy as in her or their former Estate title and Degree anything herein before Contained to the Contrary in any wise Notwithstanding And the said William Spencer for himself his Execs and Administrators and every of them Doth hereby Covenant promise grant and agree to and with the said Mary Diffenbach heirs Execs and Assigns that he the said William Spencer his heirs Execs and Admrs. or some of them shall and Will well and truly pay or Cause to be paid unto the said Mary Diffenbach her heirs or Assigns the aforesd. Quarterly Rent of Twelve Pounds Ten Shillings passing Currency aforesd. at the Days and times and in such manner and form as is abovementioned and Directed During the Continuance of this Demise and at the Issue of the said Term Deliver up the said Tenement and Premises and all and every the Appurtenances thereto belonging and hereby Letten to the said Mary Diffenbach her heirs Execs administrators or Assigns in the same good order and Tenantable Repair as the same are Delivered to him the said William Spencer Natural Decay & Casualty of Fire only Excepted and the said Mary Diffenbach for herself heirs Executors Administrators and Assigns and for their