aforesaid of the said yearly Rent for four years and the half of a year of the said term due and ended the twenty fifth day of September in the year of our Lord one thousand seven hundred and eighty seven became due and in arrear from the said Nathanal Ramsey and Thomas Yates to the said Benjamin Rogers and that the said Nathaniel Ramsey and Thomas Yates or either of them have not paid the said Benjamin Rogers the said one hundred and twelve pounds and ten shillings sterling money or any part thereof or the value thereof in current money as aforesaid but the same and every part thereof still remains due in arrear and unpaid by the said Nathaniel Ramsey and Thomas Yates to the said Benjamin Rogers contrary to the form and effect of the said Indenture and of the said covenant of the said Nathaniel Ramsey and Thomas Yates so made in that behalf as aforesaid: and so the said Benjamin Rogers says that the said Nathaniel Ramsey and Thomas Yates although often required the covenant between the said Benjamin Rogers and them the said Nathaniel Ramsey and Thomas Yates in that behalf as aforesaid made have not nor hath either of them performed to the said Benjamin but have hitherto altogether denied and yet do deny to perform it to him to the damage of the said Benjamin Rogers three hundred and sixty pounds of like current money aforesaid and therefore he brings his suit and so forth

Saml Johnston Attorney for the plaintiff

John Doe &
Richd Roe } pledges to prosecute

Maryland &c. This Indenture made this first day of August — seventeen hundred and eighty three between Benjamin Rogers of Baltimore county Gentleman of the one part and Nathaniel Ramsey and Thomas Yates of the same county Gentlemen of the other part witnesseth that the said Benjamin Rogers for and in consideration of the payment of the Rents and performance of the covenants herein after mentioned on the part of the said Nathaniel Ramsey and Thomas Yates and their assigns to be paid and performed hath demised, granted based and to farm letten and by these presents doth demise grant lease and to farm let unto the said Nathaniel Ramsey and Thomas Yates their executors administrators or Assigns all those lots or parcells of ground situate lying and being in Rogers's Addition to Baltimore Town and distinguished on a plat thereof by the numbers 530. 539. 548. 557. 566 and beginning at the intersection of Burkstreet and Wilkstreet and running and binding upon Burkstreet South to Fleet street then running, and binding upon Fleet street. East to Port Alley, then running and binding on Port Alley North to Wilks street then running and binding on Wilks street West to the beginning together with all improvements thereon made, Lanes, Alleys Ways, Waters privileges, easements

emoluments and advantages to the said Ramsey and Yates belonging or in anywise appertaining to have and to hold the said lots of ground and premises with their and every of their appurtenances unto the said Nathaniel Ramsey and Thomas Yates their executors administrators and Assigns from the day next before the day of the date of these presents for and during and until the full end and term of ninety nine years from thence next ensuing fully to be complete and ended yielding and paying therefore to the said Benjamin Rogers his heirs and Assigns the yearly rent or sum of twenty five pounds sterling money in half yearly payments to wit the twenty fifth day of September and on the twenty fifth day of March in each and every year during the continuance of this present demise, and if it shall happen that the said yearly rent or sum of twenty five pounds sterling shall be in arrear and unpaid by the space of thirty days next after the time on which the same is above reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said Benjamin Rogers his heirs or Assigns into the said demised premises or any part thereof in the name of the whole to reenter, and the same to have again, repossess occupy and enjoy as in his or their former estate, until all such arrearages of rent with legal Interest therefore and all and every cost, charge and expence incurred by the said Benjamin Rogers his heirs or assigns by reason of the non payment of said Rent shall be fully satisfied and paid or make distress therefore at his or their option, and also if the said yearly rent or sum of twenty five pounds sterling money shall be in arrear and unpaid by the space of sixty days next after the time on which the same is above reserved to be paid the same being first lawfully demanded, that then it shall and may be lawful to and for the said Benjamin Rogers his heirs or assigns into the said demised premises or any part thereof in the name of the whole to reenter and the same to have again repossess occupy and enjoy as in his or their former Estate, and that then and in such case this Indenture and every clause, matter and thing therein contained shall from thenceforth be utterly void and of none effect, and the said Nathaniel Ramsey and Thomas Yates doth for themselves their heirs executors and administrators covenant and agree with the said Benjamin Rogers his heirs and assigns that he the said and his Assigns shall within the term of from then date hereof erect and build of the yearly value of (pounds current money and in case the said building shall not be erected within the said term then the said for himself his heirs administrators and Assigns doth covenant to pay to the said Benjamin Rogers his heirs and Assigns the annual sum of exclusive of and in addition to the rent already reserved: which said additional sum of current money shall be regularly and duly

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