receipt whereof is hereby acknowledged he the said Thomas Smith hath demised granted leased and to farm letten and by these presents doth demise grant lease and to farm letten unto the said Joseph Antoine Cappeau his Executors administrators and assigns all that part of a Lot of Ground Situate in Baltimore Town on that part thereof called Fells point which is known and distinguished on the plat of said point by the numbers Two hundred and Ten and contained within the following description Viz: Beginning for that part hereby demised at the South West Intersection of Bond and Fleet Streets and running thence west on fleet Street Sixty five feet thence South parallel with Bond Street Twenty four feet thence East parallel with Fleet Street Sixty five feet to Bond Street and thence north on Bond Street Twenty four feet to the said place of Beginning (being) part of said Lot Leased by Richard Bevin to said Smith the 3d day of September 1785. Together with all Improvements thereon made Lanes alleys Ways Waters previledges Easements Emoluments and advantages to the said part of a Lot of Ground belonging or in any wise appertaining To have and To Hold the said part of a Lott of ground and premises with their and every of their appurtenances unto the said Joseph Antoine Cappeau his Executors administrators and assigns from the day next before the day of the date of the original Lease for said Lot granted by William Fell 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 Thomas Smith his heirs and assigns the Yearly rent or Sum of One pound Twelve Shillings Sterling money of great Britain on the fifteenth day of april 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 One pound Twelve Shillings Sterling money aforesaid 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 Thomas Smith 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 Thomas Smith his heirs or assigns by reason of the Nonpayment of the said rent shall be fully Satisfied and paid or make distress therefore at his or their option. And also if the Yearly rent a Sum of One pound twelve Shillings Sterling Money as aforesaid, shall be in arrear and unpaid by the Space of one whole year next after the time on which the same is above

reserved

reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said Thomas Smith 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 Joseph Antoine Cappeau for himself his Executors administrators and assigns doth Covenant and agree to and with the said Thomas Smith his heirs and assigns well and truly to pay the above reserved yearly rent or sum of One pound twelve Shillings Sterling money aforesaid at the time above limited for the payment of the same, and the said Thomas Smith for himself his heirs and assigns doth hereby Covenant and agree to and with the said Joseph Antoine Cappeau and his assigns that he, the said Joseph Antoine Cappeau and his assigns on the payment of the rent and performance of the Covenants herein before mentioned and reserved, on the part of the said Joseph Antoine Cappeau and his assigns to be paid and performed shall and may peaceably and quietly have hold use occupy possess and enjoy the above demised Land and premises with their and every of their appurtenances for and during the aforesaid Term of ninety nine Years for which the same is above demised without the Let Trouble or Interruption of him the said Thomas Smith his heirs or assigns or any other person or persons claiming any thing therein by from or under him them or any of them. or by his or their privity or procurement And also that the said Thomas Smith his heirs and assigns, at any time or times thereafter during the continuance of this present demise on the request and at the Cost and Charge of him the said Joseph Antoine Cappeau and his assigns and on his or their payment or tendering in payment the sum of One pound twelve Shillings Sterling money to the said Thomas Smith his heirs or assigns as a fine therefore he the said Thomas Smith his heirs and assigns shall and will make and Execute or Cause to be made and Executed a new Lease of the above demised Land and premises for other ninety nine Years to commence and take Effect from and at the End of the Term for which the same is above demised Subject to the same rents and under the like Covenants Clauses and agreements as are herein before mentioned, so that this present demise may be renewable and renewed forever In Witness whereof the parties hereto have set their Hands and affixed their seals the day and year first above written. Memorandum, there being an alley at the end of said Sixty five feet it is agreed by said parties that said Lessee shall have the use thereof in Common with Lessor and his assigns.

Thomas