premises with their and every of their appurtenances unto the said John Delobaugh his heirs 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 Jacob Hertich his heirs and assigns the yearly rent or sum of fourteen dollars and sixty two Cents Current money of the United States on the Eighteenth 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 fourteen Dollars and sixty two Cents or any part thereof shall be in Arrear and unpaid by the space of the fifteenth day of October next after the times 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 Jacob Hertich or 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 untill all such Arrearages of rent with legal Interest therefor and all and every Cost Charge and Expence incurred by the said Jacob Hertich his heirs or assigns by reason of the nonpayment of the said rent shall be fully satisfied and paid or make distress therefor at his or their option – And also if the yearly rent or sum of fourteen dollars and sixty two Cents or any part thereof shall be in Arrear and unpaid by the space of the fifteenth day of March 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 Jacob Hertich 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 John Delobaugh for himself his Executors Administrators and assigns doth Covenant and agree to and with the said Jacob Hertich his heirs and Assigns well and truly to pay the above reserved Yearly rent or sum of fourteen dollars and sixty two Cents at the time above limited for the payment of the same – And the said Jacob Hertich for himself his heirs and assigns doth hereby Covenant and agree to and with the said John Delobaugh his heirs and his assigns; that he the said John Delobaugh his heirs 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 John Delobaugh his heirs 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 Jacob Hertich 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 Jacob Hertich his heirs and assigns at any time or times hereafter during the Continuance of this present demise on the request and at the Cost and Charge of him the said John Delobaugh his heirs and his assigns and on his or their payment or tendering in payment the sum of three dollars Current Money as a fine therefor to the said Jacob Hertich his heirs and assigns 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. and it is further agreed to by the parties that the said John Delobaugh his heirs or assigns shall build or cause to be built on the said Lott a dwelling house within one year from this date and the said Jacob Hertich his heirs and assigns at any time that the said John Delobaugh his heirs or assigns shall pay a tender in payment the sum of Two hundred and forty three dollars and seventy five Cents to make a Good and Sufficient deed in fee simple to the said John Delobaugh his heirs or assigns for said Lott of Land with every appurtenance thereunto belonging As Witness their hands and seals. —

Jacob Hertich (Seal)
Johannes Dorsey (Seal)

Signed Sealed and Delivered in the presence of
Geo Salmon – Geo Gould Jr. Shesbury

Baltimore County ss On the 9th day of may 1795 Came the parties to the within Indenture before us the Subscribers Two of the Justices of the peace for s^d County and severally acknowledged the same to be their acts and Deeds for the purposes therein mentioned

received to be recorded the 24th day of Sepr. E Geo Salmon – Geo Gould Jr Shesbury

1795 same day recorded and Examined Wm Gibson Cl.

Jacob Hertich
to
Benjamin Baker
Lease

Maryland ss. This Indenture made this first day of may one thousand seven hundred and ninety five Between Jacob Hertich of Baltimore County Gentleman of the one part and Benjamin Baker