and distinguished by Lotts number Eight and nine (part of a Lot of Confiscated British property of the principio Company called Lot number Seventy seven it being part of an original tract of Land called Todds plains and part of another tract called Shrodines bottom Enlarged) that is Contained within the following meets bounds courses and distances beginning at a bounded stake standing on the north side of the main road leading from Baltimore to Philadelphia said stake being the Seventh boundary of Lott number Seven thence running and bounding on said Lott north thirty Eight degrees west Eighty two perches thence South sixty seven and a half degrees west Twelve and six ten the perches to the road from Mr Herlichs house leading to the Port road thence South thirty eight degrees East Twenty nine perches to a stake standing on the north side of the main road aforesaid thence by a straight line to the beginning containing and now laid out for Six acres more or Less, Together with all Improvements thereon made lanes alleys ways waters privileges Ecoments Emoluments and advantages to the said Lots and premises belonging or in any wise appertaining To have and to Hold the said Lotts of Ground and premises with their and every of their appurtenances unto the said Isaac Sutton his heirs Executors administrators and assigns from the day next before the day of the date of these presents for and during and unto 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 Herlich or his heirs or assigns the yearly rent or sum of Thirty six dollars Current Money of the united States – on the fifth day of may 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 thirty six dollars or any part thereof shall be in arrear and unpaid by the space of the fifteenth day of October 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 Herlich 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 Jacob Herlich or 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 or sum of thirty six dollars or any part thereof shall be in arrear and unpaid by the space of the fifteenth

(day)

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 Herlich 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 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 Isaac Sutton for himself his Executors administrators and assigns doth Covenant and agree to and with the said Jacob Herlich his heirs and assigns well and truly to pay the above reserved yearly rent or sum of thirty six dollars at the time above limited for the payment of the same, and the said Jacob Herlich for himself his heirs and assigns Doth hereby Covenant and agree to and with the said Isaac Sutton and his assigns that he the said Isaac Sutton his heirs and assigns on the payment of the rent and performance of the Covenants herein before mentioned and reserved on the part of the said Isaac Sutton his heirs and 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 Herlich 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 Herlich his heirs & 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 Isaac Sutton his heirs and his assigns and on his or their payment or tendering in payment the sum of Two Dollars Current Money as a fine therefor to the said Jacob Herlich 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 – It is further agreed to by and between the parties that the before named Isaac Sutton doth oblige

(himself)