every clause matter and thing therein contained shall from
thenceforth be utterly void and of none Effect and the said
Elihu Underwood for himself his Executors administrators
and assigns doth covenant and agree to and with the said
John Smith his heirs and assigns well and truly to pay the
above reserved yearly rent or sum of thirty one Dollars Current
Money as aforesaid at the time above limited for the Payment
of the same; and the said John Smith for himself his heirs and
assigns doth hereby Covenant and agree to and with the said
Elihu Underwood and his assigns, that he the said Elihu
Underwood and his assigns on the Payment of the rent and perfor-
-mance of the covenants herein before mentioned and reserved on
the part of the said Elihu Underwood 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 John Smith his heirs or assigns or any 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 John Smith his heirs and assigns at any time or times here-
-after during the continuance of this present demise on the request
and at the Cost and charge of him the said Elihu Underwood and
his assigns and on his or their Payment or tendering in payment
the sum of thirty one Dollars Current money as aforesaid and
fine therefore to the said John Smith his heirs and assigns make
and execute or cause to be made and executed anew 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. and further that he the said

John Smith his heirs & assigns on the request & at the Cost & Charge
of him the said Elihu Underwood his Executors administrators or
assigns and on his or their payment or tendering in Payment all
the rent then due and the further sum of four hundred & thirteen
dollars & thirty three Cents Current money of the united States to the
said John Smith his heirs or assigns, shall & will make & execute or
cause to be made & Executed a Deed in fee simple for the said piece
or Parcel of Ground & premises unto the said Elihu Underwood his
heirs and assigns forever & the said Elihu Underwood doth for him
-self his Executors Administrators & assigns Covenant and agree to and
with the said John Smith his heirs & assigns that he the said Elihu
Underwood his Executors Administrators or assigns shall not any time
hereafter erect or build or cause to be erected or built or suffer any
person or Persons to erect or build any Slaughter house or Tan Yard
or any other house for killing of Cattle Sheep or hogs on the said
piece or Parcel of Ground hereby demised In Witness whereof the
parties hereto have set their hands and seals the day and year
first above Written (NB the words "In Witness &c" being first Cancelled
before signing sealing or Delivery)

Signed sealed & Delivered in Presence of
C. A. Gist Owen Dorsey

John Smith Senr. (Seal)
Elihu Underwood (Seal)

Baltimore County ss On the second day of June 1797 Came before us the subscri-
-bers two Justices of the Peace for the County aforesaid John Smith
and Elihu Underwood parties to the within Indenture of Lease
and Acknowledged the same to be their act and Deed according
to the true intent and meaning thereof & Acknowledged before us

Received to be Recorded the 2nd day of June 1797
Jas. Calhoun Geo: Buchanan

Same Day Recorded and Examined
J. Wm. Gibson Clk

William Smith & others
to
Charles Pettit
Deed

This Indenture made this third day of June in the Year one Thousand seven hundred and ninety seven Between William Smith and David Stewart of Baltimore Town in the state of Maryland Trustees in Behalf of the Creditors of Samuel Purviance and Robert