John Allen his Executors administrators and assigns the said recited Indenture of leave made and granted to the aforesaid Henry Penny as aforesaid and the said piece or parcel of land and premisses with its appurtenances in and by the said recited Indenture of leave demised to the said Henry Penny or intended so to be, and all the Estate, right, Title, interest profit & term of years now to come and unexpired claim and demand whatsoever of him the said Henry Penny of in & to the said premisses and every part and parcel thereof and all Deeds evidences and writings touching and concerning the said hereby assigned Premisses or any Part thereof now in the custody or power of the said Henry Penny or any other person or persons for his use or in trust for him To have and To hold the said piece or parcel of land and Premisses hereby assigned or intended so to be with its Appurtenances unto the said John Allen his Executors Administrators and Assigns from hence forth for and during all the rest residue and remainder which shall be to come and unexpired of the term of ninety nine years, by the said recited indenture of leave granted thereof, subject nevertheless to the Payment of the rent and performance of the Covenants in the said Indenture of lease, reserved and contained on the Tenant or lessees part, from thenceforth to be paid done and performed and the said John Allen doth hereby for himself his Executors Administrators and assigns doth covenant Promise and Agree to and with the said Henry Penny his Executors and Administrators that he or they shall and will from time to time from henceforth for and during the Term or terms come or to come in the Premises well and truly pay or cause to be paid the said yearly rent of two pounds thirteen shillings and one penny sterling money at such times as the same is reserved and made Payable by the said recited Indenture of leave and perform all and every the Covenants contained in the said recited leave which ought to be done & performed on the part of the Lessee and will also at all times keep harmless and indemnify the said Henry Penny his Executors and Administrators for all Cost or charges of any kind whatsoever which he or they may sustain or be put to by reason of the nonpayment of the rent or non performance of the Covenants in the said recited Deed or Indenture of leave contained

In Witness whereof the Parties have hereto set their hands and seals the day and year above Written

Signed sealed & Delivered in the Presence of
Jno. Ryan; Michael M'Mahon

H. P. ——— (seal)
John Allen ——— (seal)

Balt. County 31th day of October 1799 then came before us two of the Justices of the Peace for said County the within mentioned Henry Penny and

and John Allen parties to the within deed and acknowledged the same to be their act and Deed for the purposes therein mentioned — —
Acknowledged before Geo. Gouldth Presbury; Rob. Gorsuch
Received to be Recorded the 31th day of October 1799 same Day Recorded and Examined
p Wm Gibson Clk

Richard Whelan
To
The Right Reverend
Rt. Mr. Cummins
p. John Carroll Bishop
of Baltimore Trustee of
Catherine O'Conner
Deed of Trust
Richard Whelan

This Indenture made this twenty ninth day of October seventeen hundred and ninety nine Between Richard Whelan of the City of Baltimore merchant of the one part and the Right Reverend John Carroll Bishop of Baltimore Trustee of Catherine O'Conner of the other part Witnesseth that the said in Consideration of the sum of four hundred and fifty pounds current money to him in hand paid by the said John Carroll for the aforesaid Catherine O'Conner with the proper money of the said Catherine and of her own Seperate estate notwithstanding her Coverture and for the further consideration of the sum of five shillings to him paid by the said John Carroll at or before the ensealing and delivery of these presents the receipt whereof he doth hereby acknowledge hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said John Carroll his Executors administrators and Assigns Two fourth parts of all that lot piece or parcel of Ground lying and being in that part of the City of Baltimore called Fells point distinguished on the plat by the number one hundred and sixty six being the most northerly part of the said lot heretofore sold and assigned by William Davis to the aforesaid Richard Whelan by Indenture bearing date the twenty eighth day of December seventeen hundred and eighty five and recorded among the Land Records of Baltimore County Court in Liber W.G. No. Y. folio 4 &c Together with the buildings and appurtenances thereunto belonging and all the Estate right title interest Term of years to come property claim and demand whatsoever either at law or in equity of him the said Richard Whelan therein or thereto To have and To hold the said two fourth parts of the said lot of Ground and premises with the appurtenances unto the said John Carroll his Executors administrators and Assigns for and During all the rest residue and remainder of the Term of years now to come and unexpired in the original lease with the benefit of renewment forever in as full large ample and beneficial manner to all intents and purposes whatsoever as he the said Richard Whelan might or could have held and enjoyed the same by any ways or means whatsoever subject nevertheless to the payment of the Rent and performance of the Covenants mentioned in the said