being about the age of two years yielding & paying therefore every the yearly rent of Eight Hundred pounds of Tobacco during the continuance of all the said Wood on or before the twenty fifth day of December every year the first year's rent to begin and commence the twenty fifth day of December next ensuing the date hereof & Whereas the said Thomas Brerewood grants upon the severall Articles Covenants Clauses Conditions and Agreements mentioned in this Lease as follows Viz. **first** the aforesaid Eight Hundred pounds of Good Merchantable Leaf Tobacco is to be paid every year in good order & Well & Well Conditioned in a good and sufficient Hogshead Cased Safely rolled & hoisted at the nearest landing to the mannor every year the said Hogshead paying nailes and rolling all at the Charge & expence of the said John Rocholds his heirs Exrs Admrs or Assigns any Law Custom or Usage to the contrary notwithstanding or Shall be delivered to any place or house Upon the mannor if required by the said Thō Brerewood his heirs Exrs Admrs or Assigns **Secondly** the said John Rocholds his heirs Exrs Admrs or Assigns hath hereby full power and Authority to Cutt down Such Wood and timber As Shall be necessary to Buy Cut any more houses Upon said Plantation or for fences and all lawfull improvements for the said tract of Land or Plantation but not to dispose of Sell or Carry of without leave first had & Obtained in writing from the said Thō Brerewood his heirs Exrs Admrs or Assigns thirdly all mines and minerals of Whatsoever Sorts are reserved to the Sole use & Benefit of the Thō Brerewood his heirs Exrs Admrs or Assigns fourthly due proof to be made of the severall lines Above mentioned at any time when required by the said Thō Brerewood his heirs Exrs Admrs or Assigns at the Charge & expence of the said John Rocholds his heirs Executors admrs or Assigns fifthly the Bounds of the said tract of Land to be kept distinct Marked & marked & not to Lead its first limmits at the Charge & expence of the said John Rocholds his heirs Executors or Assigns Sixthly all Buildings & Other improvements that are or Shall be made Upon the premises to be put & kept in good & Sufficiently repair at all times but Especially Upon Six months notice given at any time by the said Thō Brerewood his heirs Exrs Admrs or Assigns which said notice Shall be delivered in Writing or affixt upon the said plantation by the said Thō Brerewood his heirs or Assigns

Seventhly if the said John Rocholds his heirs Exrs Admrs or Assigns or any of them Shall hereafter make any further Buildings or improvements and Shall at any time hereafter be minded to part with Sell or dispose of the premises granted by this Lease he or they Shall give the first refusall thereof to the said Thō Brerewood his heirs Exrs Admrs or Assigns but upon his or their refusall then the said John Rocholds his heirs Exrs Admrs or Assigns after the discharge of all Arrears of debts of rent or any other debts dues or demands that are now due or may hereafter become due & Owing to said Thō Brerewood his heirs Exrs Admrs or Assigns has hereby full power and Authority to dispose of the same to any Good tenant under the Same Covenants Clauses Articles Conditions & Agreements and during the remainder of the term Above **The Omission** of any of the Above Articles Conditions Covenants Clauses Conditions agreements is hereby declared to be and is hereby agreed & deemed a forfeiture of and the said Thō Brerewood his heirs Exrs Admrs or Assigns has hereby full power and Authority to enter the premises and dispose of the same as fully as if this Lease had never been made or granted Otherwise the said Thō Brerewood dette for himself his heirs Exrs Admrs or Assigns & every of them by these presents Covenant Promise grant and Agree to and with the said John Rocholds his heirs Exrs Admrs or Assigns & every of them by these presents for & under the yearly rents Covenants Clauses Articles Conditions & Agreements be fully paid and performed as aforesaid Shall & may peaceably have hold and enjoy All and Singular the here demised premises & every part thereof without any trouble lett molestation or denyall of him the said Thō Brerewood his Exrs Admrs Assigns or any Other person or persons Whatsoever claiming or that Shall or may claim by from or under him them or any of them or any Other In witness Whereof the parties to these presents have interchangeably set their hands and seals the day & year Above written

Signed & delivered in the presence of &
Paul Yarony Jas Wadsworth, Wm Wright

Thō Brerewood Seal

November Court 1744 Came Thō Brerewood Esq & Acknowledged the within lease According to the true intent & meaning thereof in Open Court Witness

Test. November the sixth Seventeen Hundred & forty four & then recorded

Brerewood Clk Baltimore County