Lord Baltimore } This Indenture
lease — to
Henry Morgan } made this first day of February in the
Year of our Lord one Thousand Seven Hundred & forty two Between the Honorable
Benjamin Tasker Esq.r Agent and receiver Generall of the right Honorable the
Lord Propry of the Province of maryland Ye for & on behalf of the said Lord Pro-
prietor of the one part & Henry Morgan of Baltimore County in the Province
of maryland of the other part. Whereas the said Benjamin Tasker is fully
Authorised & Impowered by the said Lord Propry to demise Set and let any
Lands within all or any of the said Lord Propry's his manors within the of
Province and also within his reserved Lands in the said County of Baltimore
Now This Indenture Witnesseth that the said Benjamin
Tasker by virtue of the powers to him given as aforesaid by the said Lord Propry
for and on behalf of his Said Lordship in Consideration of the rents & Covenants
hereafter mentioned to be paid & performed by the Said Henry Morgan
hath with the Consent and Aprobation of his Honor Thos Bladen Esq.r
Governor and Chancellor of the said Province testified by his Signing and
Sealing these Presents demised set & to farm Demised set & by these Presents doth
demise Set & to farm let unto the said Henry Morgan all that tract or Peice
of Land Called Springs Garden Addition being part of the Lands reserved in
the said County of Baltimore for his said Lordships Use & lying on the South
side of the Great falls of Gunpowder River Beginning at a Bounded White Oake & Hickory on
the north side of the Western Run being the Beginning of a tract of land Call Spring
Garden & running thence north Seventy six degrees East fifty two Perches by
South thirty degrees East Sixty two Perches South one Hundred & Sixty Perches
South Eighty five degrees West sixty four Perches north sixty two Perches West
thirty Perches And there by a direct line to the Beginning Containing & laid
out for one Hundred Acres All mines of Gold Silver Copper Lead Tin and
Iron which Shall be found or discovered within the Premises Excepted and
Reserved To have & to hold the demised Premises with the Appurtenances
and every part thereof Except as before Excepted to the said Henry Mor-
gan his Executors Admrs & Assigns from the date hereof for & during
the term of ninety nine years to Commence fully to Compleat & ended -

Yielding

yielding & paying therefore yearly & every year during the term aforesaid
to the said Lord Propry his heirs or Successors or his or their Agent or receiver Ge-
neral for the time being or to Such Other Person who Shall be Appointed to re-
ceive the Same at his dwelling house the Sum of ten Shillings Sterling.
Provided allways that it Shall not be Lawfull for the said Henry Mor-
gan his Executors Admrs or Assigns to demise Set or Assign the Premises or any
part thereof for longer time than year to year without the licence or Consent
of the said Lord Propry under his Lordships hand and Seal or the hand & Seal
of his Agent or Receiver General for the time being or from under the hand & Seal
of Such Other Person or persons Shall be Appointed as aforesaid to receive the rent
above reserved first had & Obtained which licence Shall be on the terms follow-
ing that is to Say besides the rent here reserved the said Henry Morgan Shall
Well and truly pay the Sum of ten Shillings Sterling for every Such licence
to Assign over as aforesaid which Same Sum Shall likewise be paid by every
Assignee for every Such licence to Assigns and the said Henry Morgan for
himself his heirs Executors Admrs or Assigns doth Covenant & agree to & with
the said Lord Propry his heirs & Successors that he the said Henry Morgan his
Executors Admrs or Assigns the said demised Premises Shall & Will at
the Expiration of the term aforesaid deliver up in good & tenantable repair and
order to the said Lord Propry his heirs & Successors Provided Also that if the
rent reserved Shall be behind & Unpaid for the Space of thirty days after
the Expiration of any one year or if the said Henry Morgan his Executors
Admrs or Assigns Shall commit any Waste or Sale of timber Contrary to the tes-
tor of these Presents or Shall Assign or Set over the Premises without licence
first had & Obtained as aforesaid that then & from thence forth these Presents Shall
cease determine & be void & the said Lord Propry his heirs & Successors Shall
& may reenter & have & enjoy the demised Premises as of his former Estate any
thing in these Presents to the Contrary notwithstanding In witness Whereof the
Parties to these Presents have interchangably Set their Hands & Seals the day &
Year Above Written

Bladen (Seal)
Benj.a Tasker (Seal)
Henry Morgan (Seal)

Sealed & delivered in Presence of us &
Ros Aquilla Hall
Tho.s Noorombor the Seventh Seventeen Hundred & forty four & then Recorded
Per Reccord Clerk Baltimore County