And it is further Covenanted, Granted, Premised and agreed upon by and between the said Parties to these presents for themselves, their Heirs, Executors, Administrators and Assigns respectively That if the said Houses Buildings Wharfs or Improvements shall not be Built or made within the Two years herein before mentioned; That then the said William Davis his Executors, Administrators or assigns upon his or their tendering the Sum of Three Pounds Sterling to the said William Fell his Heirs or Assigns within one Month next after the expiration of the said Two years; Shall and may have Two years more Commencing from the Expiration of the first mentioned Two years, for Erecting, Building and making the Said houses Buildings, Wharfs or Improvements. But if default shall made in the Building, Erecting or making such Houses Wharfs or Improvements within the Two first Years limited for doing and making the same; and also in the payment of the said Sum of Three pounds Sterling money within the said Term of one Month next after the Expiration thereof, or that after such last mentioned payment of the said money there shall be a Default in the Erecting, Building or making such Houses Wharfs and Improvements as aforesaid within the Two years last mentioned for the performance; or if Default shall be made in the payment of any one Years Rent for the Space of Six Months next after the Day on which the same ought to have been paid as aforesaid. That then it shall and may be lawfull upon any such Default as aforesaid Contrary to the true Intent and Meaning of these presents for the said Ann Fell for and in behalf of the said William into the said Demised Premisses or into any parl or parcel thereof in the Name of the whole to Enter and the same and parl thereof again to hold Posses and Enjoy as there or his former Estate, as if this former Indenture had never been made and upon such Default as aforesaid Contrary to the true Intent and Meaning hereof, these presents and every Claim matter Article and thing herein Contained As from and Against her the Said Ann Fell,

Fell shall immediately Cease, Determine and become Void, to all Intents and purposes whatsoever. In Witness whereof the parties to these presents have interchangeably set their hands and Seals the Day and Year first hereinbefore written.

Sealed & Delivered
In the presence of
Jno. Bond. Wm. Spencer.

Ann Fell. (L.S.)
William Davis. (L.S.)

On the 24th Day of August 1768. Before us the Subscribers Two of his Lordships Justices of the Peace in and for the County of Baltimore, Came the Parties to the within Indenture and Acknowledged the Same to be their Act & Deed respectively, according to the true Intent & meaning thereof as Witness our hands

Wm. Disquith
Ruxton Gay.

Recorded this 3d Day of December 1768. And Examined by

Ann Fell to George Wells } Lease

This Indenture made the Thirteenth day of August One thousand seven hundred and Sixty eight Between Ann Fell of Baltimore County Widow, Executrix of the last Will and Testament of Edward Fell her Husband late of the same County deceased, and Natural Guardian of William Fell an Infant the Son of the said Edward & Ann Fell, of the One part; And George Wells of the same County Shipwright of the other part. Whereas the said Edward Fell by his said last will and Testament duely Executed proved and Recorded, did amongst other things Authorize and Imporver his beloved Wife Ann to Lease such parts of the Lots on Fells Prospect as should fall to the share of his said Son, to such persons as might apply for the same under such restrictions and Indulgences as theretofore had been made out to the persons taking Leases; The payment of Rents of which Lots so made Lease of should be to his said Son or his Representative; and that his said Wife should have and Posses in her own Right all the Rents and profits arising on her Son's Parl of his Estate untill he should arrive to the Age of Twenty One Years,