Lawfull to and for the Said John Eager Howard his Heirs or Assigns into the Said Demised premisses or any part thereof in the name of the whole to reenter and the Same to have again repossess occupy and enjoy as in his or their former estate and that then and in such Case this Indenture and every Clause matter and thing therein Contained shall from thenceforth be utterly Void and of none effect And the said Henry Barton doth for himself his Heirs Executors and Administrators Covenant and agree with the said John Eager Howard his Heirs and Assigns that he the Said Henry Barton and his Assigns shall within the term of four years from the date hereof erect and build a good Substantial Dwelling House on the premisses of the yearly Value of Twenty pounds Current money and in Case the Said Building shall not be erected within the Said term then the said Henry Barton for himself his Heirs Administrators and Assigns doth Covenant to pay to the said John Eager Howard his Heirs and Assigns the Annual Sum of ten pounds Current money exclusive of and in Addition to the Rent already reserved which said Additional Sum of Ten pounds current money shall be regularly and duly paid every year until the said buildings are erected and then to Cease and not before And the said Henry Barton for himself his Executors Administrators and Assigns doth Covenant and agree to and with the said John Eager Howard his Heirs and Assigns well and truly to pay the above reserved yearly rent or Sum of Eleven pounds Current money at the time above Limited for the payment of the Same And the said John Eager Howard for himself his Heirs and Assigns doth hereby Covenant and agree to and with the said Henry Barton and his Assigns that he the said Henry Barton and his Assigns on the payment of the Rent and performance of the Covenants herein before mentioned and reserved on the part of the said Henry Barton 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 premisses 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 Eager Howard his Heirs or Assigns or any other 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 Eager Howard his Heirs and Assigns at any time or times hereafter during the Continuance of this present demise on the Request and at the Cost and Charge of him the said Henry Barton and his Assigns and on his or their payment or tendering in payment the Sum of Eleven pounds Current money as a fine therefore to the said John Eager Howard his Heirs and Assigns make and execute or Cause to be made and Executed a new Lease of the above demised Land and premisses 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 for ever In Witness whereof the parties hereto have set their hands and affixed their Seals the Day and year first above Written

Signed Sealed and Delivered in presence of { Wm. McLaughlin, Geo. Steyer } { J. E. Howard, Henry Barton }

County of Baltimore to Wit On the Nineteenth day of August 1782 Came before us the Subscribers two Justices Assigned to keep the peace for the County aforesaid the within Named John Eager Howard and Henry Barton who Severally Acknowledged the within Instrument of writing as their respective Act and Deed according to the true Intent and meaning thereof and the act of Assembly in such Case made and provided –

Acknowledged before { Peter Shepherd, Isaac Vn Bibber }

Received to be Recorded the 11th day of September 1782 Same day Recorded and Examined

J. W. Gibson Clk

John Eager Howard to George Dagon

Maryland ss. This Indenture made this Seventh day of September