William Fell to Joseph Donaldson

This Indenture made this 11th day of September in the year of our Lord Fourteen hundred and Eighty two Between William Fell of Baltimore County in the state of Maryland Gentleman of the one part and Joseph Donaldson of Same County Merchant of the other part Witnesseth that the said William Fell for and in Consideration of the payments of the Rents and performance of the Covenants and Agreements in these presents hereafter mentioned on the one part and Behalf of the said Joseph Donaldson his Executors Administrators and Assigns to be done and performed Hath demised Granted Leased set and to farm letten and by these presents doth demise Grant Lease set and to farm let unto the said Joseph Donaldson his Executors Administrators and Assigns all that Lot of Land lying and being in Baltimore town in the County aforesaid which is Contained within following Metes and Bounds Courses and Distances Viz Beginning at the Intersection of Wilkes and Market Streets and running North binding on Market Street one hundred feet thence West two hundred feet to Apple Alley thence South on Apple Alley One hundred feet and thence East binding on Wilkes Street to the beginning with all and singular the premisses on the said Lot of Land being and Appurtenances thereunto belonging To have and to hold the said demised Ground and premises with their Appurtenances unto the said Joseph Donaldson his Executors Administrators and Assigns from the Twenty Ninth day of August 1781 for and during and unto the full space and Term of Ninety Nine years thence next ensuing fully to be Complete and ended Yielding and paying therefor to him the said William Fell his Heirs or Assigns the yearly Rent or sum of ten pounds Sterling money in Manner and form following to Wit on the Twenty Ninth day of August in each year And the said Joseph Donaldson for himself his Heirs Executors Administrators and Assigns Doth hereby Covenant promise Grant and Agree to and with the said William Fell his Heirs Executors Administrators and Assigns in manner and form following that is to say that he the said Joseph Donaldson his Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter pay or Cause to be paid to the said William Fell his Heirs or Assigns or such person or persons as shall be properly Authorised to receive the Same the yearly Rent or Sum of Ten pounds Sterling in manner and form as the same is above reserved to be paid And if it shall happen that the said yearly Rent or any part thereof shall be in Arrears and unpaid for the

Space of

Space of six months after any of the days and times on which the same is above reserved to be paid that then it shall and may be Lawful to and for the said William Fell his Heirs or Assigns into the said demised premisses to enter and make distress in and upon any part thereof for the same And further that he the said William Fell his Heirs or Assigns shall and will upon the request and at the proper Cost and Charge of the aforesaid Joseph Donaldson his Heirs Executors Administrators or Assigns upon his or their payment or tendering of Payment the Sum of ten pounds Sterling in the name of and as a fine for Renewment at any time during the Continuance of this present demise make and execute to him the said Joseph Donaldson his Executors Administrators or Assigns so requesting paying or tendering as aforesaid a new Lease of the said demised premisses for Ninety Nine years to take effect and Commence at the end of the term for which the same is hereby demised under the same Rent and with the like Covenants Clauses and agreements as are herein Contained so that this present demise may be Renewable and Renewed for ever and that he the said Joseph Donaldson his Executors Administrators and Assigns the aforesaid demised ground and premisses with their and every of their Appurtenances for and during the aforesaid Term of Ninety Nine years hereby letten shall and may peaceably and quietly have hold use occupy possess and enjoy for and on the payment of the Rents and performance of the Covenants Conditions and Agreements herein before mentioned on the part of the said Joseph Donaldson his Executors Administrators or Assigns to be paid and performed according to the true Intent and meaning of these presents from and against him the said William Fell his Heirs and Assigns and all and every other person and persons Claiming or to Claim anything therein by from or under him them or any of them And it is hereby also provided and expressly Covenanted granted concluded and agreed upon by and between the said parties to these presents for themselves their Heirs Executors Administrators and Assigns Respectively Said Sum of Ten pounds Sterling within the said Term of one month next after the Expiration thereof or if Default shall be made in payment of any one years Rent for the space of Six months after any of the Days and times of which the same ought to have been paid as aforesaid that then it shall and may be Lawful upon any such Default as aforesaid Contrary to the true Intent and meaning of these presents for him the said William Fell his Heirs or Assigns if to him or them shall seem meet into the said demised premisses or into any part or parcel thereof in the name of the whole to Reenter and the same again to have hold possess and enjoy as in his or their former Estate as if this present demise had never been made and upon any such Default as aforesaid