& Agreements herein Contained he the said James Foster hath hereby Bargained Sold Assigned transfered & Set over unto the said John Irvin his Executors Adm.rs & Assigns all that part of Lott No.r 174 lying on Fells point That is Contained within the following Meets Bounds Courses & Distances Begining on Star Alley at the Distance of Sixty feet North from the Intersection of Wilks Street & Star Alley running & Bending on Star Alley North Sixty feet thence East Sixty feet Paralel with Bank Street thence South Sixty feet Paralel with Washington Street thence to Star Alley with a Straight line to the Beginning with all and Singular the Premises thereon being and Appurtenances thereto belonging to have and to hold the said Piece of Ground hereby Demised And all the Estate Right Title Interest property Claim & demand Whatsoever of him the said James Foster which he now hath may might or Should have in or to the Aforesaid Demised Ground & Premises with the Appurtenances thereto belonging Unto him the said John Irvin his heirs Executors Administrators and Assigns for and during all the Rest & residue & Remainder of the term of Ninety Nine Years Yet to come and Unexpired and that in as Large Ample & Beneficial A Manner to all Intents & purposes as the said James Foster Now hath or Should Enjoy the Same by force and Virtue of said Recited Indenture of Lease or by any other way or means howsoever And the said John Irvin for himself his heirs Executors Administrators & Assigns doth hereby Covenant promise grant and Agree to pay or Cause to be paid unto the Aforesaid James Foster his heirs Executors Administrators or Assigns the Just and full Sum of Eight pounds Sterling Money on the fourth day of Decemb.r in each Year during the Continuance of this present demise and for Every Renewment the Sum of Eight pounds Sterling Money as afore said And the said John Irvin for himself his heirs Executors & Administrators doth Covenant promise and Agree to Build and erect on the hereby Demised premises a good and Sufficient house within two Years from the Commencement of this present demise to be Built & erected at his own

proper Cost & Charge and Should Default be made in not Building said house as aforesaid that then the said John Irwin his heirs Executors Administrators or Assigns upon paying or tendering in payment the Sum of Eight pounds Sterling as a fine for Renewment in one Month next after the expiration of the said two Years limited for building thereof shall and may have two Years more from the Expiration of the first mentioned two Years for the erecting & Building thereof But if Default should be made in not Building said house within the first two Years Limited for the building thereof and also in the said Sum of Eight pounds Sterling Money within the said term of One month next after expiration thereof or that after such last mentioned payment there Shall happen to be Default in Erecting building & Compleating the said House as aforesaid within the two Years last limmited for the building thereof and if default Should be made in not Paying any one Years Rent for the Space of Six Months next after the same ought to be paid it being first Legally demanded on the premises that then and in that Case upon every such default as aforesaid Contrary to the true Intent & meaning of these presents it shall & may be Lawfull for him the said James Foster his heirs or Assigns into the said demised premises or into any part thereof in the Name of the whole to Reenter and the same & every part thereof Again to have hold repossess & enjoy as in his former Estate as if this present Demise had never been made And the said John Irwin his heirs Executors Administrators or Assigns upon payment the Rents herein Reserved to be paid & performance the Covenants herein Contained Shall & may peaceably & Quietly have hold use possess & Enjoy all and Singular the af.d Demised premises with the Appurtenances thereto Belonging without the Let Suit trouble hinderance Molestation or denial of him the said James Foster his heirs or Assigns or any person Claiming any herein by from or under him them In Witness hereof the parties to these presents hath hereunto set their hands & Affixed their Seals the day & Year first above Written Sealed & Delivered In presence of Tho.s Bond Son of Jn.o Tho.s Bennett

James Foster (Seal)
John Irwin (Seal)