him them or any of them, and it is also hereby provided and expressly Covenanted granted Concluded and agreed upon, by and between the said parties to these presents, their Executors, administrators, and Assigns respectively that in case such House, as aforesaid shall not be Built within the space of three years herein before limited, for the Erecting Building, and Completeating thereof and also if Default shall be made in the payment of the said sum of Ten pounds in Gold or Silver Specie, within the one Month next after the Expiration thereof, or that after such last mentioned payment there shall happen to be Default made in erecting the said House, as aforesaid within the three years last limited for the Erecting, Building and Completeating the same, or if Default shall be made in the payment of any one years Rent for the Space of Six Months, next after any of the Days, or times on which the same is above reserved to be 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 him the said Brian Philpott his Heirs or Assigns if to them it shall seem meet, into the said Demised Ground and premises, or any part thereof in the Name of the whole to Enter and the same again to have ~~again~~ 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, these presents and every Clause matter and thing herein Contained, as from and against him the said Brian Philpott, his Heirs or Assigns, shall immediately thereupon cease Determine and become absolutely Null and Void to all Intents and purposes whatsoever, In Witness whereof the parties to these presents have hereto interchangeably, set their hands and seals the Day and year first above Written

Signed Sealed and Delivered in presence of
Jacob Myers Peter Flight

Brian Philpott (Seal)
John his I mark Young (Seal)

Baltimore County (to wit) On the fourteenth Day of July 1782 before the subscribers, two Justices of the peace in and for the County aforesaid came Brian Philpott and John Young parties to the within Indenture of Lease and severally acknowledged the same as and for their respective Acts and Deed according to the true intent and meaning thereof

Received to be Recorded the 9th Day of November 1782 same day recorded and Examined Pr. Wm. Gibson Clk

Peter Shepherd
Geo. Linzenbager

7

Brian Philpott to Isaac Wheeler. Maryland ss.

This Indenture made the fourteenth Day of July in the year of our Lord One thousand seven hundred and Eighty two, Between Brian Philpott of Baltimore Town in Baltimore County and State of Maryland Gentleman son and Heir at Law ~~[illegible]~~ of Brian Philpott of the same place Deceased of the one part and Isaac Wheeler son of Moses of the same Town County and State of the other part Witnesseth, that the said Brian Philpott, for and in Consideration of the payment of the Rents, and performance of the Covenants and Agreements, herein after Contained and mentioned, on the part, and behalf of the said Isaac Wheeler son of Moses, his Executors, administrators and Assigns, to be paid done kept 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 Isaac Wheeler son of Moses Wheeler his Executors administrators, and Assigns, all that Lott piece or parcel of Ground, situate lying and being, on the east side of Jones's Falls, in Baltimore Town, and in that part thereof, known by the Name of Philpotts point and is Distinguished on the plan of the said Town by the Number two Hundred and Sixty four, together with all and singular, the premises, thereon being, and all and every the Appurtenances and Advantages thereunto belonging, **To have and to hold** the said Lott or parcel of Ground and Premises, with the Appurtenances and Advantages thereunto belonging unto him the said Isaac Wheeler son of Moses, his Executors, administrators, and Assigns, from the Day of the Date hereof, for and during, and unto the full end and Term of Ninety Nine Years, now next Ensuing, fully to be Complete and ended Yielding and paying therefore Unto him the said Brian Philpott his Heirs, and Assigns the yearly Rent, or sum of Ten pounds, in Gold or Silver Specie, on the first Day of March, in each and every year, during the Continuance of this present Demise and the said Isaac Wheeler son of Moses, for himself, his Heirs Executors, administrators and Assigns doth hereby Covenant, promise Grant and agree to and with the said Brian Philpott, his Heirs, Executors, administrators, and Assigns, in manner and form following, that is to say, that he the said Isaac Wheeler