be in Arrear and unpaid, by the space of One Whole Year next After the Time on which the Same is above Reserved to be paid the Same being first Lawfully demanded, that then it shall and may be Lawfull to and for the Said John Eager Howard, his Heirs or Assigns, into the said demised premises, 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 Such Case this Indenture, and every Clause, Matter and thing therein Contained, shall from thence forth be utterly void and of None Effect And the Said John Emmans 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 John Emmans and his Assigns, shall within the Term of Four Years from then Date hereof erect and build a good and Substantial Dwelling House on the premisses of the Yearly Value of Forty four Pounds Current Money and in Case the said Building shall not be Erected, within the said Term then the Said John Emmans 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 Fifteen pound Current Money exclusive of, and in Addition to, the Rent Already Reserved; which said Additional sum of Fifteen 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 John Emmans 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 Twenty Four Pounds Current Money at the Time Above Limmited 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 John Emmans and his Assigns, that he the said John Emmans and his Assigns, on the payment of the Rent and performance of the Covenants hereinbefore Mentioned and Reserved, on the part ~~of the part~~ of the said John Emmans and 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 premises, 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 John Emmans and his Assigns, and on his or their payment, or Tendering in payment, the sum of Twenty four 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 premises, 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 forever, 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 } J E Howard (Seal)
Jno. E Gist Wm Calhaun — } Josiah Fleming (Seal)

Baltimore County to wit On the Third Day of July 1783 Came before us the Subscribers Two Justices Assigned to keep the Peace for the County aforesaid John Eager Howard and John Emmans parties to the within Indenture of Lease and Severally Acknowledged the Same as their respective Act and and Deed According to the true intent and Meaning thereof —

Acknowledged Before — Calhoun Henry Wilson

Received to be Recorded the 18 Day of December 1783 same day Recorded & Examined — Wm Gibson Clk.

Maryland }ss

John Eager Howard } This Indenture made this
To } Nineteenth Day of July Seventeen
George Eshbaugh } Hundred and Eighty three Between
John Eager Howard, of Baltimore County, Gentleman, of the One part, and George Eshbaugh of same County, of the Other part, Witnesseth, that the said John Eager Howard, for and in Consideration of the payment of the Rents and performance of the Covenants herein after mentioned on the part of the said George Eshbaugh and his Assigns, to be paid and performed Hath