to the within Indenture of Lease, and Severally acknowledge the same to be their Act and Deed according to the true intent and meaning thereof

Acknowledged before Peter Shepherd — John Moale

Received to be Recorded the 10th day of February 1785 same day Recorded

Examined — Per Wm Gibson Clk

Bryan Philpott — 2d Sequel. to Thomas Mortimore } Maryland — This Indenture made this tenth day of February Anno Domini, Seventeen hundred and Eighty five, Between Bryan Philpot of Baltimore Town in Baltimore County Gentleman Son and Heir at Law of Bryan Philpott of the same place Deceased of the one part and Thomas Mortimore of the same Town and County of the other part, Witnesseth that the said Bryan 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 Thomas Mortimore 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 Thomas Mortimore his Executors, Administrators and Assigns All that, Lott piece a 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 distinguished on a Plan of said Town by the Number two Hundred Eight 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 Lot or parcel of Ground and Premises, with the appurtenances and advantages thereunto belonging, unto the said Thomas Mortimore 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 Compleat and Ended Yielding and Paying therefor unto him the said Bryan 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 Thomas Mortimore for

for himself his Heirs, Executors, Administrators, and Assigns doth hereby Covenant, Promise, Grant and agree to and with the said Bryan Philpott his Heirs, Executors, Administrators, and Assigns, in manner and form following that is to say, that he the said Thomas Mortimore his Heirs Executors, Administrators and Assigns, shall and will from time — and at all times hereafter pay or cause to be paid unto the said Bryan Philpott his Heirs and Assigns or other person properly authorized to receive the same the said yearly Rent or Sum of Ten Pounds in Specie upon the time and in manner and form as the same is above reserved to be paid free and Clear of all Assessments, Taxes, duties, and Public dues of any nature and kind and further the said Thomas Mortimore his Heirs, Executors, Adm^rs and Assigns shall and will, within the Space of two years from the Commencement of the Demise hereby made at his own proper Cost and Charge, Build, Erect and Compleat on the front of said Lot or parcel of ground one good and Sufficient House and to be so Constructed, so as to guard as much as may be against the Casualty of fire, and if it shall happen that the said yearly Rent or any part thereof shall be in Arrear and unpaid by the Space of thirty days, next after any of the times or Days on which the same is above reserved to be paid, that then it shall and may be lawful to and for the said Bryan Philpott his Heirs and Assigns into the said Demised Premises to Enter and make distress on and upon any part thereof for the same and the said Bryan Philpott for himself his Heirs, Executors, Administrators, and Assigns doth hereby Covenant, Promise, grant and agree to and with the said Thomas Mortimore his Executors, Adm^rs, and Assigns, that if such Building, shall not be Erected and Compleated within the time limited for the Erecting and Compleating thereof that then and in such case the said Thomas Mortimore his heirs Executors, administrators and Assigns upon his or their, Payment or tendering in Payment the Sum of Ten Pounds Specie in Gold or Silver as a fine therefor and all the Rents that shall be due and in arrear unto the said Bryan Philpott within one Month after the Expiration of the said two years, shall and may have the further Space or time of two years from the end of the said two years for the Erecting and Building such

Houses