House as aforesaid, and further that he the said, Bryan Philpott his Heirs and Assigns, shall and will, upon the request and at the proper Cost and Charge of the aforesaid Thomas Mortimore his Heirs, Execrs Admrs and Assigns, and upon his or their Payment or tendering of Payment the Sum of Ten Pounds, Specie in Gold or Silver, in the name of and as a fine for Renewment, at any time during the Continuance of this present Demise, make and Execute unto him the said Thomas Mortimore his Executors, Administrators and Assigns, so requesting paying or tendering as aforesaid, a new Lease of the said Demised Premises for Other Ninety nine years, to take Effect and Commence 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 Contained, so that this present Demise, shall and may be renewable and renewed for Ever, and he the said Thomas Mortimore his Executors, Administrators and Assigns, the aforesaid Demised Ground and Premises with the 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 and Contained on the part of the said Thomas Mortimore his Executors, Admrs and Assigns to be paid and performed, according to the true intent and meaning thereof from and against him the said Bryan Philpott his Heirs and Assigns, and all and every Other Person or persons claiming any thing therein or thereto by from or under him them or any of them, and it is also hereby Provided, Expressly Covenanted, Granted, Concluded and Agreed upon by, 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 two years before limited for the Erecting, Building and Compleating 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 two years last limited for the Erecting Building and Compleating 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 times

times or days on which the same is above reserved to be 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 Bryan Philpott his Heirs or Assigns if to them shall seem meet into the said Demised Ground and Premises or any part 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 these presents and every Clause matter and thing herein Contained as from and against him the said Bryan 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 set their hands and affixed their Seals the day and year first above written

Brian Philpott (Seal)
Thomas Mortimore Junr (Seal)
" " "

Signed Sealed & Delivered in presence of
James Smith — Thomas Gorsuch
" " "

Battimore County ss On the tenth day of February 1785 before us the Subscribers two Justices of the peace for said County came the parties to the within Indenture of Lease and severally acknowledged the same as and for their respective acts and Deeds according to the true intent and meaning thereof

Acknowledged before Lyde Goodwin — And Buchanan
" " "

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

Per Wm Gibson Clk
" " "

Ann Willson
to
Samuel Messersmith

This Indenture made this fourteenth day of September in year of our Lord One Thousand Seven Hundred and Eighty four, Between Ann Wilson of Baltimore Town in Baltimore County and State of Maryland of the one part and Samuel Mafar Smith of the same Town County and State of the other part Whereas Brian Philpott by his Indenture of Lease bearing date the Sixteenth day of September One Thousand Seven hundred and Eighty three for the Considerations therein mentioned did Demise Lease, Set and to Farm let Unto the above named Ann