Desirous to Surrender and Yield up the parts of the Tract or parcel of Land a
Premises, And the said Philip Rogers is willing to Accept thereof — Now this
Indenture Witnesseth that the said Thorogood Smith for the Consideration afore
as also for and in Consideration of the sum of Twenty Shillings Current Money to him
in hand Paid by the said Philip Rogers at or before the Ensealing and Delivery
of these presents the Receipt whereof he doth hereby Acknowledge Hath Surrendered
and Yielded up and by these presents doth Surrender and Yield up unto the
said Philip Rogers his Heirs and Assigns for ever the said Above Mentioned
and Described parts of a Tract or parcel of Land Called Bonds pleasant
Hills together with the premises thereon being and all the Estate Right Title
and Interest Claim and demand Whatsoever of him the said
Thorogood Smith therein or thereto To Have and To Hold the
same Lands and Premisses unto him the said Philip Rogers
his Heirs and Assigns forever as fully to all intents and purposes
Whatsoever as the the said above in part recited Indentures
had never been made, In Witness whereof the said Thorogood
Smith hath hereto set his hand & Seal the day and year first
above Written

Signed Sealed & delivered in presence of } Thorowgd Smith (Seal)

Tho. Rufselle Cumbd Dugan

On the day of the date of the within Received from Philip Rogers
the Sum of Twenty Shillings the Consideration Within mentioned
to be by him paid to me

Witness Thorowgd Smith

Tho. Rufselle. Cumbd Dugan

Baltimore county to wit: On the twentieth day of Decemr 1785 before
the Subscriber two Justices of the Peace for the county Afsd came
Thorogood Smith party to the within Deed a Instrument of Writing
and Acknowledged the same as and for his Act and Deed According
to the true Intent and Meaning thereof

Tho. Rufselle, Geo. Goudes Presbury

Received to be Recorded the 31st day of October 1785 same
Day Recorded and Examined Wm Gibson C

Philip Rogers to David Stewart } Maryland ss This Indenture made this thirty first day of Dec
ember Seventeen Hundred and Eighty five Between
Philip Rogers of Baltimore county Gentleman of the One part and David
Stewart of the same county Gentleman of the other part Witnesseth that the
said Philip Rogers for and in Consideration of the payment of the Rents and
performance of the Covenants herein after mentioned on the part of the said
David Stewart his Executors Administrators & Assigns to be paid and performed
hath Demised granted Leased and to farm letten and by these presents doth
demise grant lease and to farm let unto the said David Stewart his Executors
Administrators & Assigns all that part of Tract of Land Situate lying and
being in Baltimore county called and known by the Name of Bonds pleasant
Hills which is Contained within the following Metes and bounds Courses
and distances Viz: Beginning for the same at a Stone Marked DS No 1 and
running thence North Sixty nine degrees one half of a degree West thirty five perches
three fourths of a perch to a Stone Marked DS on one side and TS on the Other
No 2 then South Nine degrees and one fourth of a degree West fifty one perches
one half of a perch to a stone marked DS on one side and TS on the other
No 6 then South Seventy nine degrees East thirty four perches and one half
a perch to a Stone marked DS No 7 and then with a Straight line to
the Beginning containing ten Acres and one half of an Acre of Land
more or less Together with all Improvements thereon made Lanes Alleys
Ways Waters Privileges Easements Emoluments and Advantages to the
said part of a Tract of Land belonging or in anywise appertaining To
Have and To Hold the said part of a Tract of Land and Premises
with their and every of their Appurtenances unto the said David Stewart
his Executors Administrators and Assigns from the day next before the day
of the date of these presents for and during and until the full End
and Term of Ninety Nine Years from thence next ensuing fully to
be complete and ended Yielding and paying therefore to the said
Philip Rogers his Heirs and Assigns the yearly Rent or Sum of Eighteen
pounds Seven Shillings and Six pence in Gold or Silver on the first day
of January in each and every year during the continuance of this
present Demise And if it shall happen that the said yearly
Rent or Sum of Eighteen pounds Seven Shillings & Six pence in Gold
or Silver shall be in Arrear and unpaid by the Space of thirty days