all and every Cost charge and expence incurred by the said Peter Shepherd his Heirs or assigns by reason of the non payment of the said Rent shall be fully satisfied and paid or make satisfy therefor at his or their Option And Also, if the said yearly rent or sum of thirteen pounds Six Shillings & four pence Current money shall 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 Lawful to and for the said Peter Shepherd 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 and enjoy, as in his or their former estate untill all Rent & Arrearages of Rent shall be fully paid, And the said John Smyth doth for himself his heirs Executors Executors and Administrators Covenant and Agree with the said Peter Shepherd his heirs and assigns that he the said John Smyth his Executors Administrators and Assigns shall and will within the term of two years from the date hereof erect and build a good and sufficient dwelling house on the said premises of the yearly value of thirteen pounds Six Shill: & four pence Current money; and in Case the said building shall not be erected within the term, then the said John Smyth for himself his heirs Executors Administrators and assigns doth Covenant to pay to the said Peter Shepherd his heirs and assigns the annual sum of ten pounds Current Money exclusive of and in addition to the rent already reserved which said sum of ten 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 Smyth for himself his Executors Administrators and assigns doth Covenant and Agree to and with the said Peter Shepherd his heirs and assigns well and truly to pay the above reserved yearly rent or sum of thirteen pounds Six Shill: & four pence Current money, at the time Limited for the payment thereof And the said Peter Shepherd for himself his heirs and assigns doth Covenant to and with the said John Smyth his Executors Administrators and assigns that he hath not done nor will he or they hereafter do any act to forfeit the above in part recited Lease or incumber

the above ~~[illegible]~~ assigned Ground and premises, and that he and they paying the above reserved yearly rent or sum of thirteen pounds Six & four pence Current money upon the times and in manner above mentioned and performing the other Covenants and Agreements on the part and behalf of the said John Smyth his Executors Administrators and assigns above reserved to be performed, shall and may peaceably and Quietly for and during the residue of the aforesaid term of Ninety Nine years have hold and enjoy the above assigned Ground and premises without the Let suit trouble or denial of him the said Peter Shepherd his heirs or assigns or any person or persons claiming under him or them. And Also that he the said John Smyth his Executors Administrators and assigns, at any time or times during the above demise or assignment, paying unto the said Peter Shepherd his heirs or assigns the sum of thirteen pounds Six & four pence Current money as a fine therefor shall have Renewment of the above assigned Ground and premises for other Ninety Nine years and so in like manner shall have Renewment for ever. 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 } Peter Shepherd (Seal)
Ludovick Little, James M'Afee } John Smyth (Seal)

On the day of the date of the within Received from the within named John Smyth the sum of thirty five pounds Current money being the consideration within mentioned to by him paid to me

Witness present, James M'Afee. Peter Shepherd

Baltimore County to wit, On this 15th day of May 1785 before the Subscribers two Justices of the peace for the County aforesaid came Peter Shepherd and John Smyth parties to the within Indenture of Assignment or instrument of writing and severally acknowledged the same as and for their acts and Deeds According to the true intent and meaning thereof. John Moale Robt Lemmon

Received to be Recorded the 15th day of May 1786 same day Recorded and Examined

Wm Gibson Clk