for himself, his heirs and Assigns doth hereby Covenant and Agree, to and with the said Andrew Eicle and his Assigns on the Payment of the Rent and Performance of the Covenants herein before Mentioned and Reserved on the part of the said Andrew Eicle 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 & 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, and 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, or under him, them or any of them, or by his or their Privity or Procurement. And also that he 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 Andrew Eicle and his Assigns and on his or their payment or tendering in Payment the sum of Six 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 for ever. 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)
Jos. West, Wm Calhoun } Andrew Eicle (Seal)

County of Baltimore to wit. On the Twenty Eight day of April came before us the Subscribers two Justices Assigned to Keep the Peace for the County aforesaid the within named John Eager Howard and Andrew Eicle and Severally Acknowledged the within Instrument of Writing to be their Respective Act and deed According to the true Intent and meaning thereof and the Act of Assembly in such Cases made and Provided Acknowledged before

Benjamin Rogers. Tho: Russell

Received to be Recorded the 26th day of September 1787 same day Recorded & Examined

W Gibson Clk

Henry Peters
Pd. Ds. to
Charles Diehl & others

Whereas Henry Peters of the Town of Baltimore did Lease of John Eager Howard three Lots of Ground lying and being in Baltimore Town known and distinguished on a Plat of said Town by the Number Six hundred & fourteen, Six hundred & Twenty Six and Seven hundred and twenty four Subject to the payment of the yearly (Rent)

Rent of thirty five Pounds Fifteen Shillings and the said Henry Peters hath Released to Sundry Persons Several parts or parcels of said Lots for and in Consideration of the Payments of the Rents in the Leases Specifyed to be paid to the said Henry Peters which Rents so Reserved amount to the sum of Fifty Pounds over & Exclusive of the said Rents to be paid to the said John Eager Howard And the said Henry Peters being desirous of Appropriating the Rents & Profits arising to him from the said Lots to the use and Support of a School for the Education of Poor Children

Now this Indenture Witnesseth that the said Henry Peters for and in Consideration of the sum of five Shillings to him in hand paid and to carry into Execution the said Laudable intention Hath Granted Bargained Sold Assigned and set over and by these Presents Doth Grant Bargain Sell Assign & set over unto Charles Diehl, Frederick Reese & George Fisher All the Rents Profits, Emoluments and Advantages that the said Henry Peters Now Hath or hereafter may have in or from the said Lots of Ground and all the said Henry Peters's Right and Interest in or to the same to them the said Charles Diehl, Frederick Reese and George Fisher and their Successors for ever In Trust for the Establishing & Supporting of the said School in manner hereafter mentioned (Viz) that the School house which said Henry Peters hath Erected of Brick two Stories High on Lot Number Six hundred & twenty Six shall for ever be used and Occupyed as a School and the said Trustees or their Successors shall have the Power of Appointing a Master for the said School and of Removing the Master so appointed for Misbehaviour or want of Ability as Often as they shall in their Judgment and Discretion think proper and most for the Advantage of the School And the said Trustees or their Successors shall have full power of Authorizing and Appointing the said Master or some other person to Collect & Receive the Rents & Profits of the said Lots which Rents or such parts thereof as may be Necessary shall be paid to the said Master for his Trouble in Attending the duties in said School And the said Master under the direction of the said Trustees and their Successors shall Admit into the School and use his Endeavours to Instruct all such poor Children as may Apply so that the Number does not Exceed Thirty unless the said Trustees or their Successors shall think that a Greater number can be Conveniently Accommodated The Trustees and their Successors shall have full power to make Rules & Regulations for the Good Government of said School and of discharging the said Master or any of the Children for non Observance thereof The said Trustees or any two of them shall have full power and Authority to do all things to be done or Required of them to be done by this Instrument of Writing And when any one or more of the said Trustees shall die or Remove or in any manner be prevented from discharging the Trusts hereby Reposed in him or them in every such Case the Judges of the Orphans Court for the County aforesaid shall have full power

(and)