To Have and To Hold the aforesaid Two Lots of Ground of the aforesaid Land called Thompsons Choice and premises with all the Appurtenances unto the said James Gittings Senior his Heirs and Assigns for ever to his and their only proper use and behoof and to or for no other use Intent or purpose whatsoever provided Always and upon Condition that if the said James Gittings Junior his Heirs or Assigns do and shall well and truly pay or cause to be paid unto the said James Gittings Senior his Executors Administrators and Assigns the full & Just sum of three Hundred and Forty one pounds Seventeen shillings and six pence Specie with Legal Interest on or before the third day of January in the Year of our Lord One Thousand Seven Hundred and Ninety two without any deduction or abatement for Taxes or Assessments or any other Impositions whatsoever either Ordinary or Extraordinary that then and from thenceforth these presents & every thing herein Contained shall cease determine and be void any thing herein Contained to the Contrary Notwithstanding and the said James Gittings Junior for himself his Heirs and Assigns doth Covenant and grant to and with the said James Gittings Senior his Executors Administrators and Assigns that he the said James Gittings Junior his Heirs or Assigns shall and will well and Truly pay or cause to be paid unto the said James Gittings Senr his Executors Administrators or Assigns the Aforesaid sum of three Hundred and Forty one pounds seventeen Shillings and six pence specie with Legal Interest on or before the third day of January One Thousand Seven Hundred and Ninety two as before described without any deduction as aforesaid According to the true Intent and Meaning of these presents and also that he the said James Gittings Senior his Executors Administrators & Assigns shall and may at all times after default shall be made in performance of the proviso or Condition herein Contained peaceably & quietly enter into have hold Occupy possess and enjoy all and Singular the said Lands and Tenaments as above described and every part or parcel thereof with the Appurtenances without the Let trouble hindrance molestation Interruption and denial of him the said James Gittings Junr his Heirs and Assigns and of all and every Other person or persons whatsoever and further that he the said James Gittings Junior and his Heirs and all and every Other person or persons and his or their Heirs any thing having or claiming in the Lands and Tenaments above mentioned or any part thereof shall and will at any time or times after default shall be made in performance of the proviso or Condition herein Contained make do and Execute or to be made done and Executed all and every such further and Reasonable Grants Acts and Assurances in the Law whatsoever for the further better and more perfect granting and Assuring of all and Singular of the said Land and Tenaments above mentioned with the Appurtenances unto the said James Gittings Senior To Hold to him the said James Gittings Senr his Executors Administrators and Assigns for ever and Lastly it is Covenanted Granted concluded and Agreed upon by and between the said parties to these presents and the true meaning hereof also is and is hereby so declared that until default shall be made in performance of the proviso or Condition herein contained he the said James Gittings Junior his Heirs or Assigns shall and may hold and enjoy all and singular the said premises above mentioned and receive and take the Rents Issues and profits thereof to his and their Own proper use and behoof any thing herein Contained to the Contrary thereof Notwithstanding In witness whereof I have hereunto set my hand and seal the day and year first above mentioned

James Gittings Junr (Seal)

Signed Sealed & delivered
In the presence of
Richard Gittings; Daniel Durham

the words "and forty one" in the sixth line and the words "with Legal Interest" in the seventh line the words "with Legal Interest" in the fifty sixth line and the words Legal Interest in the seventy second line from the beginning being first Interlined.

Be it Remembered that all Interlineations were made before Execution.

Received this Seventh day of January 1789 of Mr James Gittings Senior the sum of Three Hundred and Forty one pounds Seventeen Shillings and six pence specie as witness my hand the day and year above written.

James Gittings Junr (Seal)

Test Richd Gittings

Baltimore County ss. On the 7th day of January 1789 came before us the subscribers two of the Justices assigned to keep the peace for the County aforesaid the within Named James Gittings Junr and Acknowledged the within Instrument of writing to be his Act and deed and the Land and premises therein mentioned to be the right and Estate of James Gittings Senior his Heirs and Assigns forever

Acknowledged before us — John Moale Thos Bufkell

Received to be Recorded the 7th day of January 1789 same day Recorded and Examined.

Wm Gibson Clk

John Moale Esqr to William Spear } This Indenture made the Thirty first day of December in the Year of our Lord One Thousand Seven Hundred and Eighty eight Between John Moale of Baltimore Town in Baltimore County and State of Maryland Esquire of the one part and William Spear of the same place Merchant of the other part whereas Thomas Warnion late of Baltimore County aforesaid Merchant by his Certain Indenture bearing date the Nineteenth day of July in the Year of our Lord One Thousand seven Hundred

(and)