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 Shriver and his Assigns and on his or their payment or tendering in payment the sum of three pounds 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 & at the end of the term for which the same is above demised subject to the same rents and under the like Covenants Clauses & 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 —

J. E. Howard (Seal)

Signed Sealed & delivered the word premises in the eleventh line being first Interlined — Andrew Shriver (Seal)

In the presence of —

Jas Calhoun; Sebastian Nufsear

Baltimore County to wit On the 3d day of January 1789 came before me the Subscriber two Justices of the peace for the said County John Eager Howard & Andrew Shriver and Severally Acknowledged the Above Instrument of writing as their Respective Act and Deed According to the true Intent and meaning thereof — Geo: S. Presbury; Thos Ellicott

Recorded to be Recorded the 13th day of January 1789 same day Received and Examined . . . . . — J. Wm Gibson Clk

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John E. Howard — Pl.
John Ketsmiller — Defd.

Maryland ss. This Indenture made this third day of January in the Year of our Lord Seventeen Hundred and Eighty nine Between John Eager Howard of Baltimore County Gentleman of the one part and John Ketsmiller of Frederick County of the other part witnesseth that the said John Eager Howard for and in Consideration of the payment of the Rents and performance of the Covenants herein after Mentioned on the part of the said John Ketsmiller and his 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 John Ketsmiller his Executors Administrators and Assigns all that piece or parcel of Ground Contained within the following meetes and bounds Courses and distances it being part of Lot Number Eight Hundred and six Beginning at the Intersection of Hill Street and Sharp Street on the North side of Hill Street and on the East side of Sharp Street and running North binding on Sharp Street thirty five feet

(thence)

thence East parallel with Hill Street sixty six feet thence South parallel with Sharp Street to Hill street thence west binding on Hill Street to the place of Beginning together with all Improvements thereon made Lanes Alleys ways waters privileges Easements Emoluments and Advantages to the said piece of Ground belonging or in any wise appertaining To Have and To Hold the said piece of Ground and premises with their and every of their Appurtenances unto the said John Ketsmiller 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 John Eager Howard his Heirs and Assigns the Yearly rent or sum of four pounds Current money in half Johannes at three pounds each & mexican dollars at seven shillings and six pence each on the first day of September 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 four pounds shall be in Arrear and unpaid by the space of Sixty days 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 Lawfull to and for the said John Eager Howard 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 Occupy and enjoy as in his or their former Estate until all such Arrearages of Rent with Legal Interest therefor and all and every Cost charge and expence Incurred by the said John Eager Howard his Heirs or Assigns by Reason of the Nonpayment of said Rent shall be fully satisfied and paid or make distress therefor at his or their Option And Also if the said Yearly rent or sum of four pounds 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 John Eager Howard 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 Occupy and enjoy as in his or their former Estate and that then and in such case this Indenture and every clause matter and thing therein Contained shall from thenceforth be utterly void and of none Effect and the said John Ketsmiller for

(himself)