behoof of all and every the children of the said Elizabeth Anderson by the said John Hammond lawfully to be begotten, to be equally divided between or among them, if more than one share, and share alike as tenants in common and not as joint tenants and to their heirs and assigns for ever, but if any of the said children shall not have arrived at the age of twenty-one years at the decease of their said parents, then upon this further trust, that the said John Anderson, his executors, administrators and assigns do and shall, after the decease of the survivor of them, the said John Hammond and Elizabeth Anderson, in the mean time and until such issue shall respectively have arrived at the age of twenty-one years, with and out of the yearly rents, profits and issues of the said premises hereby granted, pay and apply such yearly or other sum or sums of money as the said trustee shall think proper for or towards the maintenance and education of such child or children respectively, until he, she or they shall arrive at the age of twenty-one years, and do and shall from time to time cause or permit the surplus (if any) of such rents and profits, and issues and annual produce to accumulate for the benefit of said children during their minority, or the survivors or survivor of them, or such person or persons as shall be entitled thereto by virtue of these presents. And in case the said children of the said John Hammond and Elizabeth Anderson should all die before they arrive at the age of twenty-one years, leaving no lawful issue than upon this further trust to the use and behoof of the right heirs of the said John Hammond forever. And upon this further trust, that the said John Anderson, his heirs and assigns, do and shall after the decease of the said Elizabeth Anderson, in case of her dying in the lifetime of the said John Hammond, and in default or failure of such issue as aforesaid, transfer, convey, and make over all and singular the said land and premises hereby granted, with the appurtenances, unto the said John Hammond, his heirs and assigns, and to his and their use and behoof for ever; but if the said Elizabeth Anderson shall survive the said John Hammond and then die, leaving no such issue as aforesaid then upon trust, that the said John Anderson, his heirs and assigns shall and do, after the decease of the said Elizabeth Anderson, transfer, convey and make over the said land and premises hereby granted, unto the right heirs of the said John Hammond, and to their heirs and assigns forever. Provided, always, and it is hereby declared and agreed upon by and between the said parties to these presents, that it shall and may be lawful to and for the said John Hammond from time to time and at all times during his life, and after his decease for the said Elizabeth Anderson from time to time and at all times during her life, and from and after the decease of the survivor of them, the said John Hammond and Elizabeth Anderson, then to and for the said John Anderson and his heirs and assigns from time to time, and at all times during the minority of any child or children who, by virtue of any of the limitations aforesaid, shall be entitled to an estate of freehold and inheritance of and in the said premises hereby granted and released or any part thereof, by indenture or indentures, to be sealed and delivered by him her, or the said John Anderson his heirs or assigns respectively in the presence of and attested by two or more credible witnesses, to make any demise or lease, demises or leases of all or any part or parts of the said above described piece or parts of the said tract of land, messuages, tenements and hereditaments hereby granted and released, or intended so to be, with the appurtenances thereto belonging, to any person or persons for the term of ninety-nine years renewable for ever, or any shorter term, to take effect in possession and not in reversion, or by any way of future interest, so as there be reserved on every such demise or lease the best and most improved yearly rent or rents to be incident to the immediate reversion of the said premises so to be demised, that can be reasonably



had or got for the same without taking any fine premium or foregift, or any thing in the nature of a fine premium or foregift for the making thereof, (excepting one year's rent as a fine for every renewment of such demise or demises) and so as there be contained in every such demise or lease, a condition of re-entry on non-payment of the rent or rents thereby to be respectively reserved, and so as the lessee or lessees to whom such lease or leases shall be respectively made, do execute a counterpart or counterparts thereof respectively and do thereby covenant for the due payment of the rent or rents thereby to be respectively reserved, and be not by any clause or words therein to be contained made disputable for waste, or exempted from punishment for committing waste. Provided, also, and it is hereby also declared and agreed by and between the said parties to these presents, that the said John Anderson, his heirs, executors, administrators or assigns, shall be charged and chargeable only for such moneys as he or they shall actually receive by virtue of the aforesaid trusts, and that he the said John Anderson, his heirs or assigns, or any of them, shall not be answerable or accountable for any bank in Baltimore Town, in whose hands any part of trust moneys shall or may be deposited or lodged for safe custody, neither shall he or they be answerable or accountable for the insufficiency or deficiency of any public national security or securities, stocks or funds in or upon which the said trust moneys, or any part thereof shall or may be placed out or invested, nor for any other misfortune, loss or damage which may happen in the execution of any of the aforesaid trusts or in relation thereto, unless the same shall happen by or through his or their own wilful defaults respectively. And also that the said trustee and the heirs, executors, administrators and assigns of him, the said John Anderson, and each of them shall and may with and out of such moneys as shall come to his and their hands respectively, by virtue of the aforesaid trusts, deduct and retain to and reimburse himself and themselves respectively, and also pay or allow all costs, charges, damages and expenses which he, they, or any of them, shall or may sustain, expend, disburse, be at or put unto in the execution of any of the trust aforesaid, or in relation thereto. And the said John Hammond for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said John Anderson, his executors, administrators and designs by these presents, that he, the said John Hammond and all and every person and persons lawfully claiming or to claim by from or under, or in trust for him, shall and will from time to time and at all times after the solemnization of the said intended marriage, upon every reasonable request to be made for that purpose; but at the costs and charges in the law of the said John Hammond, his heirs, executors or administrators make, do and execute all and every such other and further lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, for the further and better confirming and corroborating these presents, and every clause, matter and thing herein contained, and for the better enabling the said John Anderson, his executors, administrators and assigns, to execute the several trusts hereby in him and them reposed, according to the true intent and meaning of these presents as by the said John Anderson, his executors, administrators or assigns, or either of them, shall be reasonably devised or advised and required. In witness whereof the said parties have hereunto set their hands and affixed their seals, the day and year first above written, (the words "made do" being first wrote over an erasure in the first line of the sixth page)

John Hammond, (Seal)
John Anderson. (Seal)

Signed, sealed and delivered in presence of
John O'Donnell, Thomas Elliott.