to the aforesaid Ann Fell, her heirs or assigns or lawfull attorney, within one month next after the expiration of the said two years, shall and may have two years, commencing from the expiration of the first mentioned two years, for the erecting, building and compleating the said house; but if default shall be made in the building the said house within the first two years limitted for the building thereof, and also in the payment of the said sum of twenty shillings sterling money, within the said term of one month next after the expiration thereof, or that after such last mentioned payment there shall happen to be default in erecting building and compleating such house as aforesaid, within the two years last limitted for the erecting building and compleating such house, or if default shall be made in the payment of any one year's rent for the space of six months next after the day in which the same ought to have been paid as aforesaid, that then it shall and may be lawful, upon any such default as aforesaid, contrary to the true intent and meaning of these presents, for her the said Ann Fell, or her lawful attorney, into the said demised premises, or into any part or parcel thereof, in the name of the whole to re-enter, and the same and every part thereof again have, hold possess and enjoy as in his or their former estate, as if this present demise had never been made; and upon such default as aforesaid, contrary to the true intent and meaning hereof these presents and every clause, article, matter and thing therein contained, as from and against her the said Ann Fell, her heirs and assigns, or lawful attorney, shall immediately hereupon cease, determine and be absolutely void, to all intents and purposes whatsoever. In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year above written. — George Fletcher, (Seal) Ann Fell, (Seal)

Sealed and delivered in the presence of William Disguith, Thomas Bond, son John

One this 10th day of April, one thousand seven hundred and sixty eight, came the parties to the within deed and acknowledged it to be their act and deed, according to the true intent and meaning thereof, before us two of his lordship's justices for Baltimore County, as witness our hands. — William Disguith, Benjamin Rogers. —

Recorded this 4th day June 1768, and examined by — B. Bordley, Clerk

In testimony that the aforegoing is a true copy taken from Liber B. C. No. 2, folio 515, &c., one of the Land Record Books of Baltimore County Court, I have hereto set my hand and affixed the seal of our said Court, this 24th day of May, 1837.

(Seal) (Place)

Thomas Kell, Clerk of Baltimore County Court.

Ann Fell, Lease To William Scharff. — This Indenture, made the twenty-seventh day of May, in the year of our Lord one thousand seven hundred and sixty-eight between Ann Fell, executrix of Edward Fell, of Baltimore County, of the one part, and William Scarffe, of Fell's Point, Baltimore County, of the other part. — Witnesseth that for and in consideration of the rents and covenants hereinafter reserved and contained on the part of the said William Scarffe, his executors, administrators and assigns, to be paid, kept and performed, she, the said Ann Fell, hath demised, granted and to farm let, and by these presents doth demise, grant, and to farm let, unto the said William Scarffe all that piece or parcel of ground lying and being in Baltimore County aforesaid, being parcel of the land near Baltimore Town, on Fell's Point, lately laid out by John Bond for Edward Fell, in lotts and is distinguished in the

platt of the said ground so laid out, by the number nine. Beginning at a stake standing at the corner of lot number eight on Bond Street, and running and bounding on Bond Street South sixty feet to Lancaster Alley then running and bounding on Lancaster Alley west to the water, then running and bounding on the water to lot number eight, then running and bounding on lot number eight to the place of beginning containing one-quarter of an acre more or less. Together with all ways, waters, easements, profits, commodities, advantages and appurtenances to the said demised piece or parcel of ground belonging or in anywise appertaining. To have and to hold the said demised premises with the appurtenances unto the said William Scarffe, his heirs executors administrators and assigns, from the tenth day of May, seventeen hundred and sixty-seven, and during and until the full end and term of ninety-nine years thence ensuing and fully to be compleated and ended, under and subject nevertheless to the conditions, provisoes and limitations hereinafter mentioned. Yielding and paying therefore yearly and every year during the said term, unto h— the said Ann Fell, her heirs and assigns, or lawful attorney, the rent of twenty shillings sterling money. And the said William Scarffe, for himself, his heirs, executors, administrators and assigns, and every of them, doth hereby covenant, promise, grant and agree to and with the said Ann Fell, her heirs and assigns, that he, the said William Scarffe, his executors, administrators or assigns, shall and will within two years from the commencement of the demise hereby made, at his or their own proper costs and charges, build and erect on the demised premises a good and sufficient stone or brick house, to cover four hundred square feet, covered with jointed cypress shingles, and shall and will yearly, and every year during the said demise, well and truly pay to her, the said Ann Fell, her heirs and assigns, or lawfull attorney, the said yearly rent reserved; and that it shall and may be lawfull for the said Ann Fell, her heirs and assigns, or lawfull attorney, to distrain in any upon any part of the demised premises for the rent aforesaid, upon non-payment thereof. And the said Ann Fell for herself her heirs, executors, administrators and assigns, doth hereby covenant, promise, grant and agree, to and with the aforesaid William Scarffe, his executors, administrators and assigns, that she the said Ann Fell, her heirs and assigns, or lawful attorney shall and will, upon the request and at the costs and charges of the aforesaid William Scarffe, his executors administrators and assigns, and upon h— or their paying and tendering the sum of twenty shillings sterling, in the name of and as a fine for renewment, at any time during the continuance of this present demise, make and execute to him the said William Scarffe, his executors, administrators or assigns so requesting and paying, or tendering as aforesaid, a lease or demise of the said demised premises for ninety-nine years, to take effect and commence at the end of the term hereby demised, at and upon the same rent, and with and under the like covenants, provisoes and agreements as are herein contained, so that the present demise shall and may be renewable and renewed forever. And it is also provided and hereby expressly covenanted, granted, concluded and agreed by and between the said parties to these presents, for themselves, their heirs, executors administrators and assigns respectively, that in case such house shall not be so built within the two years hereinbefore mentioned, that then the said William Scarffe, his heirs, executors, administrators or assigns, upon h— or their paying or tendering the sum of twenty shillings sterling money to the aforesaid Ann Fell, her heirs or assigns, or lawfull attorney, within one month next after the