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 expresly 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 lawfue attorney, within one month next after the expiration of the said two years, shall and may have two years commencing from the expirati— 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 payment of any one years 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 lawfull, upon any such default as aforesaid, contrary to the true intent and meaning of these presents, for her the said Ann Fell, or her lawfull attorney, into the said demised premises or any part and parcel thereof, in the name of the whole, to re-enter and the same and every part thereof again to have, hold, repossess and enjoy, as in her and 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 or assigns or lawfull 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.

Sealed and delivered in the presence of } Ann Fell, (Seal)
John Bond, Joseph Richardson. } William Scarff, (Seal)

B— remem, that on the third day of November 1768, 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.

Samuel Owings, — William Cis quith

Recorded this 16th November 1768, and examined by.—

In testimony that the aforegoing is a true copy, taken from Liber B. C. No. 2, folio 676, 48 one of the Land Record Books of Baltimore county court, I have hereto set my hand and affixed the seal of said court this 24th day of May, 1837.—

(Seal place) Thomas Kell, Clerk of Baltimore county court.—

16th September, 1769. Lease 99 years, Lot No. 6 on Fells Point. Ann Fell, to William Rowles.— This Indenture, made the sixteenth day of September, in the year of our Lord one thousand seven hundred and sixty nine, between Ann Fell, executrix of Edward Fell, of Baltimore county, of the one part, and William Rowles planter, of 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 Rowles, his executors, administrators and assigns, to be paid, kept and performed, she, the said Ann Fell, hath demised, granted, leased and to farm letten, and by these presents doth demise, grant and to farm let, unto the said William Rowles, 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 six: Beginning at a stake standing at the corner of lot number five on Bond street, and run—ing and bounding on Bonds street sixty feet to lot number seven, then run—ing and bounding on lot number seven to the water, then run—ing and bounding on the water sixty feet to lot number five, then run—ing and bounding on lot number five 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 premisses with the appurtenances unto the said William Rowles, his heirs, executors, administrators and assigns, from the twenty fifth of June, seventeen hundred and sixty eight, and during and until the full end and term of ninety nine years thence next 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 her the said Ann Fell, her heirs and assigns, or lawful attorney, the rent of twenty shillings sterling money. And the said William Rowles, 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 Rowles, 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 premisses a good and sufficient brick or stone house, to cover four hundred square feet, covered with pointed 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 and upon any part of the demised premisses 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 Rowles, 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 Rowles, his executors, administrators and assigns, and upon his or their paying and tendering the sum of twenty shillings sterling, in the name of and as fine for renewment,