October Term 1869.

George Robinson, Clerk.

Complainants Exhibit Commission No. 2.

William Gilmor lease to David Barnum

This indenture made this twentieth day of April, in the year of our Lord one thousand eight hundred and thirty eight, between William Gilmor, of the city and county of Baltimore in the State of Maryland, of the one part, and David Barnum of the same place of the other part, Witnesseth that for and in consideration of the payment of the rent and performance of the covenants hereinafter reserved and contained on the part of the said David Barnum his heirs, executors, administrators and assigns, to be paid and performed, the said William Gilmor hath demised, granted, based and to farm let, and by these presents doth demise, grant, lease and to farm let unto the said David Barnum, his executors, administrators and assigns, all that piece or parcel of ground situate and lying in the city of Baltimore aforesaid, which is contained within the metes and bounds, courses and distances following, that is to say:

Beginning for the same on the line of the south side of Fayette street, at the point or place where the south side of said street is intersected by the westernmost boundary line of the whole lot distinguished on the plan of Baltimore Town (now the city aforesaid) by the number 11 (eleven) and running thence easterly, bounding on the south side of Fayette street, thirty three feet three inches, then southerly parallel with Calvert street, one hundred and sixteen feet or there about, to Bank Lane, then westerly bounding on Bank Lane thirty

October Term 1869.

three feet three inches, and then northerly by a straight line to the place of beginning (it being the same piece or parcel of ground which by indenture, bearing even date herewith perfected before the execution hereof, and recorded, or intended to be recorded, among the Land Records of Baltimore county aforesaid, was granted and conveyed in fee by the said David Barnum, and his wife, Ann E. to the said William Gilmor, his heirs and assigns,) Together with the improvements and appurtenances to have, and to hold the piece or parcel of ground and premises above described and hereby demised, with the appurtenances, unto the said David Barnum his executors, administrators and assigns from the day next before the day of the date of these presents for and during, and unto the full end of the term of ninety nine years thence next ensuing and fully to be complete and ended, yielding and paying therefor during the said term unto the said William Gilmor, his heirs or assigns, the rent or yearly sum of three hundred and thirty dollars, lawful money of the United States, over and above, and free of all deductions, discounts and defalcations for taxes, assessments, rates, and all other public dues, impositions, burdens or charges of every kind or nature, which may at any time hereafter, by any power or authority, or in any manner whatever, be laid levied, taxed imposed or assessed on or payable out of, for or in respect of the piece or parcel of ground and premises above described and hereby demised, or any part thereof, or on any