Indenture and of the said Covenant of the said Isaac Griest made in that behalf as aforesaid and to the said Benjamin Rogers saith that the said Isaac Griest although often requested hath not kept his said Covenant so made with the said Benjamin but hath broke the same and to keep the same with the said Benjamin he the said Isaac Griest hath hitherto and still doth refuse whereby the said Benjamin saith he is injured and damaged to the value of ninety pounds current money and thereof he brings suit and so forth.

D. McMechen for Plaintiff } John Doe, and
Pledges, and so forth. } Richard Roe.

Which Indenture in the declaration aforesaid mentioned is contained in the words and figures following Viz.t

Maryland S.t This Indenture made this fifth day of August seventeen hundred and eighty three between Benjamin Rogers of Baltimore County Gentleman of the one part and Isaac Griest of the same County Esquire of the other part witnesseth that the said Benjamin Rogers for and in Consideration of the paiment of the rents and performance of the covenants hereinafter mentioned on the part of the said Isaac Grist and his assigns to be paid and performed hath demised granted leased and to farmletter and by these presents doth demise grant lease and to farm let unto the said Isaac Grist his executors, Administrators and assigns all those lots or parcels of ground situate lying and being in Rogers's Addition to Baltimore town and distinguished on a platt thereof by the numbers 486. 495. 504. 513. 522. and beginning at the intersection of Port Alley and Bank Street and running and binding on Port alley south to Wilks street and running and binding on Wilks street east to Rogers street then running and binding on Rogers street north to bank street then running and binding on Bank street west to the begining together with all Improvements thereon made lanes, alleys ways waters previledges easements and advantages to the said Isaac Grist belonging or any wise appertaining to have and to hold the said Lots of Ground and premises with their and every of their appurtenances unto the said Isaac Griest 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 compleate and ended yielding and paying therefore to the said Benjamin

(Rogers)

Rogers his heirs and assigns the yearly rent or sum of thirty pounds Sterling money in two yearly payments to wit the twenty fifth day of September and on the twenty fifth day of March in each and every year during the continuance of this present demise and if it shall that the said Yearly rent or sum of thirty pounds sterling money shall be in arrear and unpaid by the space of thirty 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 lawful to and for the said Benjamin Rogers 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 Benjamin Rogers his heirs or Assigns by reason of the nonpayment of said rent shall be fully satisfied and paid or make distress therefore at his or their Option. And also if the said yearly rent or sum of thirty pounds sterling money 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 lawful to and for the said Benjamin Rogers 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 doth for himself his heirs executors and Administrators covenant and agree with the said Benjamin Rogers his heirs and Assigns that he the said and his assigns shall within the term of from the date hereof erect and build of the yearly value of pounds Current money and in case the said building shall not be erected within the said term then the said for himself his heirs Administrators and Assigns doth covenant to pay to the said Benjamin Rogers his heirs and assigns the annual sum of exclusive of and in addition to the rent already reserved which said additional sum of Current money shall be regularly and duly paid every year until the said buildings are erected and then to cease and not before and the said Isaac Griest for himself his executors Administrators and assigns doth

(Covenant)