pounds and ten shillings sterling money or any part thereof or the value thereof in current money as aforesaid but the same and every part thereof still remains due, in arrear and unpaid by the said Nathaniel Ramsey and Thomas Yates to the said Benjamin Rogers contrary to the form and effect of the said Indenture, and of the said — covenant of the said Nathaniel Ramsey and Thomas Yates so made in that behalf as aforesaid, and so the said Benjamin Rogers says that the said Nathaniel Ramsey and Thomas Yates although often requested have not nor hath either of them kept their said covenant but have hitherto wholly refused and still do refuse to keep the same with the said Benjamin, to the said Benjamin Rogers his damage three hundred and sixty pounds of like current money aforesaid and thereupon he brings his suit and so forth

Samuel Johnston attorney for the plaintiff — John Doe & Richard Roe pledges to prosecute

Maryland ss. This Indenture made this first day of August seventeen hundred and eighty three, between Benjamin Rogers of Baltimore county Gentleman of the one part, and Nathaniel Ramsey and Thomas Yates of the same County Gentlemen of the other part, Witnesseth that the said Benjamin Rogers for and in consideration of the payment of the rents and performance of the covenants hereinafter mentioned on the part of the said Nathaniel Ramsey and Thomas Yates and their Assigns to be paid and performed hath demised, granted based and to farm letten and by these presents doth demise, grant base and to farm let unto the said Nathaniel Ramsey and Thomas Yates their 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 579, 587, 595 603, 611, and beginning at the intersection of Rogers Street, and Fleet Street and running and binding on Rogers Street South to Alisanna Street, then running and binding on Alisanna Street East to Porter Alley, and running and binding on Porter Alley North to Fleet street then running and binding on Fleet street West, to the beginning together with all improvements thereon made, Lanes, Alleys, Ways Waters priviledges, easements, emoluments and advantages to the said — belonging or in 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 Nathaniel Ramsey and Thomas Yates their executors administrators and Assigns from the day — 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 complete and ended, yielding and paying therefore to the said Benjamin Rogers his heirs and assigns the yearly rent or sum of twenty five pounds sterling money in half 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 happen that the said yearly rent or sum of twenty five 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 therefore and all and every cost, charge and expence incurred by the said Benjamin Rogers his heirs or assigns by reason of the non payment of the 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 twenty five 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 time 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 Nathaniel Ramsey and Thomas Yates for themselves their executors administrators and Assigns doth covenant and agree to and with the said Benjamin Rogers his heirs and assigns well and truly to pay the above reserved

(yearly