and performance of the Covenants herein after mentioned on the the part of the said Nathaniel Ramsay and Thomas Yates their assigns to be paid and performed hath demised granted bared and to farm letten, and by these presents doth demise, grant, bare and to farm let unto the said Nathaniel Ramsey and Thomas Yates their executors administrators and Assigns all them lotts or parcells of ground situate lying and being in Rogers Addition to Baltimore Town and distinguished on a platt thereof by the Numbers 529, 538, 547, 556, 565 and beginning at the Intersection of Clarret Alley and Wilks street and bending on Clarret Alley South to fflat street, then running and bending on fflat street East to Burk street, and running and bending on Burk street North to Wilkstreet, then running and bending on Wilkstreet West to the beginning together with all improvements thereon made Lanes, Alleys, Ways, Waters, Privileges, Easements, Emoluments and advantages to the said Ramsey and Yates belonging or in anywise appertaining, to have and to hold the said lotts 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 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 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 lawfully 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 then 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 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 rent or sum of twenty five pounds at the time above limited for the payment of the same: And the said Benjamin Rogers for himself his heirs and Assigns doth hereby covenant and agree to and with the said Nathaniel Ramsey and Thomas Yates and their Assigns, that they the said Nathaniel Ramsey and Thomas Yates and their Assigns on the payment of the rent and performance of the Covenants herein before mentioned and reserved on the part of the said Nathaniel Ramsey and Thomas Yates their Assigns to be paid and performed shall and may peaceably and quietly have hold, use occupy, possess and enjoy the above demised land and premises with their and every of their appurtenances for and during the aforesaid Term of ninety nine years, for which the same is above demised, without the let, trouble or interruption of him the said Benjamin Rogers his heirs or Assigns or any other person or persons claiming any thing therein by from, or under him them or any of them or by his or their privity or procurement. And also that the said Benjamin Rogers his heirs and Assigns at any time or times hereafter during the continuance of this present demise on the Request and at the cost and charge of them the said Nathaniel Ramsey and Thomas Yates and their Assigns and on his or their payment or tendering in payment the sum of twenty five pounds sterling money as a fine therefore to the said Benjamin Rogers his heirs and Assigns make and execute or cause to be made and executed a new Lease of the above demised land and premises for other ninety nine years to commence and take effect from and at the end of the term

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