of one hundred and three pounds residue of the said rent, on the twenty ninth day of September 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 two hundred and six pounds Current money payable in Specie as aforesaid shall be in Arrear and unpaid, by the Space of sixty days next after the times limited for payment thereof, the same being first carefully demanded, that then it shall and may be lawful to and for the said Christopher Hughes, his Heirs, and 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, and enjoy, as in his or their former Estate until all such Arrearages of rent with legal Interest therefor, and all and every Costs, Charge, and expence incurred by the said Christopher Hughes, his Heirs, or Assigns, by reason of the non payment of the said rent, shall be fully satisfied, and paid, or make distress therefor at his or their Option; And also if the said yearly rent or Sum of money aforesaid shall be in Arrear and unpaid by the Space of one whole year next after the times 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 Christopher Hughes his Heirs or Assigns, into the said demised premises, or any part thereof in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as in his and 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 Leonard Harbaugh doth for himself, his Heirs, Executors, and Administrators covenant and agree with the said Christopher his Heirs, and Assigns that he the said Leonard Harbaugh and his Assigns shall within the Term of four years from the date thereof erect, and build a good and substantial two story Brick House and Wharf on the said Premises: And the said Leonard Harbaugh for himself, his Executors, Administrators, and Assigns doth covenant and agree to and with the said Christopher Hughes his Heirs and Assigns well and truly to pay the above reserved yearly rent at the times limited for payment of the same in manner aforesaid, And the said Christopher Hughes for himself, his Heirs, and Assigns doth hereby covenant and agree to and with the said Leonard Harbaugh and his Assigns, that he the said Leonard Harbaugh and his Assigns, on the payment of the Rent, and performance of the Covenants herein before mentioned and reserved on the part of the said Leonard Harbaugh and his Assigns to be paid and performed, shall and may peaceably and quietly have, hold, 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 Lett, trouble, or Interruption of him the said Christopher Hughes his Heirs or Assigns, or any other person or persons claiming anything therein, by from or under him, them, or any of them, or by his or their privity or procurements. And also that the said Christopher Hughes, his Heirs, or Assigns at any time or times

times hereafter during the Continuance of this present Demise, on the request and at the Cost and Charge of him the said Leonard Harbaugh, and his Assigns, and on his or their payment, or tendering in payment the Sum of two hundred and six pounds Current money in Specie as aforesaid as a Fine therefore, to the said Christopher Hughes, 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 to take effect from and at the end of the Term, for which the same is above demised, subject to the same rents, and under the like Covenants, clauses, and Agreements as are herein before mentioned so that this present Demise may be renewable and renewed forever. In Witness whereof the said parties have hereto set their hands and Seals the day and year first above written.

Christopher Hughes (Seal)
Leonard Harbaugh (Seal)

Signed sealed and delivered in presence of. The word Rent in the ninth line of the second side, and the words Leonard Harbaugh in the 19th line of same page interlined before Execution.

R Ridgely. Hans Morrison &

County of Baltimore, to wit. On the twenty seventh day of January 1783 came before Us the Subscribers two Justices of the peace for the County aforesaid the within named Christopher Hughes, and Leonard Harbaugh and severally and respectively acknowledged the within Instrument of Writing as their respective Act and Deed according to the true Intent and meaning thereof. Acknowledged before

Peter Shepherd
Jas Calhoun } J.

At which mentioned second Tuesday of October being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety two, and the day of the return of the aforegoing Writ, comes into the General Court here the aforesaid Christopher Hughes by Zebulon Hollingsworth his Attorney aforesaid and the Sheriff of Montgomery County aforesaid, to wit, Solomon Holland Gentleman to whom the said aforegoing Writ was in form aforesaid directed, makes return thereof to the Court here thus endorsed, to wit "Cepi Copy left 1st August Sol. Holland Shff."

And the said Leonard Harbaugh by Philip Barton Key his Attorney appears in Court here, And thereupon on Motion of the aforesaid Christopher Hughes by his Attorney aforesaid, It is ruled by the Court here, that the said Leonard Harbaugh give Special Bail to the Action aforesaid in the plea aforesaid; Whereupon the said Leonard Harbaugh by his Attorney aforesaid files in Court here the following Bail piece, to wit

Christopher Hughes Plaintiff
vs
Leonard Harbaugh Defendant

You Uriah Forrest and Benjamin Hoddent do Jointly and severally acknowledge yourselves Special Bail for the said Leonard Harbaugh at the Suit of the said Christopher Hughes in an