

This Indenture, made this 25th day of November in the year nineteen hundred and twenty, between the Mayor, Counselor and Aldermen of the City of Annapolis, a body corporate, of the one part and Elizabeth B. Appler, single, of the said city, of the other part, Witnesseth, That

Whereas, the Mayor, Recorder and Aldermen and Common Council of the City of Annapolis, did on the first day of November in the year 1821, by a deed recorded in Liber N. S. G., No. 8, pages 254, 255 and 256, one of the Land Records Books of Anne Arundel County in the State of Maryland, demise, grant, farm and let, for a term of ninety-nine years, renewable forever, to a certain Samuel Peaco, his executors, administrators and assigns, all that lot, piece or parcel of ground situate and being in the city of Annapolis, and lying within the following metes, bounds, courses and distances, that is to say, beginning at the southwest corner of the Street, leading from Prince George Street, to the open space where the Market House now stands, and at the northwest corner of the house, then occupied by Samuel Peaco, the original grantee in said lease, and running back with the said House and the street first before before mentioned, north, forty degrees and thirty minutes, east, fifty-three feet; thence, south, forty-nine degrees, and forty-five minutes east; forty-nine and a half feet; thence, south; forty degrees and thirty minutes, west, fifty-three feet to the southwest corner of the aforesaid house; thence, with a straight line, to the beginning, containing and then laid out to contain two thousand six hundred and twenty-three and a half square feet of land, more or less, to have and hold the same lot of ground with all the improvements, buildings and appurtenances thereunto belonging or appertaining, for the yearly rent of ten dollars, payable annually to the aforesaid Mayor, Recorder, and Aldermen and Common Council of Annapolis, and their successors, forever.

And Whereas, Sarah Peaco, the administratrix of the said Samuel Peaco did on the --- day of ---, in the year 1856, assign the said lease with all the rights therein and thereby contained to David S. Caldwell, and with her title and interest in said lease to the same, and with all the charges and

Examined & Signed to Elizabeth B. Appler
February 4-1921

belonging to — payable to the said Mayor, Recorder, and Aldermen and Common Council of the City of Annapolis and their successors in office, named and written in the original lease by the said Mayor, Recorder, and Aldermen and Common Council of Annapolis.

And whereas, The said David S. Caldwell granted and conveyed to Solomon Phillips, of the City of Annapolis, by a deed dated the twentieth of November, in the year, 1862, which deed is recorded in Liber N. H. G. No 10, folio 620, one of the said Record Books of Anne Arundel County, Md., the aforesaid lease which was assigned to him by the aforesaid Sarah Peaco, administratrix of Samuel Peaco, with all the rights, title and interests therein, in law and equity, and subject to all its charges and obligations belonging to and payable to the said Mayor, Recorder, Aldermen and Common Council of Annapolis and named and written in the original lease by the said Mayor, Recorder and Aldermen and Common Council, of the City of Annapolis to be performed and done by the aforesaid Samuel Peaco.

And whereas, Waldo G. Bigelow and James H. Hodges, administrators of Solomon Phillips, late of the City of Annapolis, in the State of Maryland, did on the 29th day of December, in the year 1876, grant and convey to John T. Thomas, his executors administrators and assigns all the right, title and interest at law and in equity of the said Solomon Phillips in all that lot, piece, or parcel of ground with the improvements thereon, situate and being in the City of Annapolis, which was originally lease and granted by the Mayor, Recorder, and Aldermen and Common Council of the City of Annapolis, to Samuel Peaco, on the 1st day of November, in the year, 1871, with all its rights, privileges and appurtenances, therunto belonging or appertaining, in law and equity, and subject to all its charges and obligations belonging to and payable to the said Mayor, Recorder and Aldermen and Common Council of the City of Annapolis and named and written in the original lease by the said Mayor, Recorder, and Aldermen and Common Council of Annapolis to be performed and done by the aforesaid Samuel Peaco, which deed of conveyance is recorded in Liber S. T. No 10, folio 463, one of the said Records of Anne Arundel County, Md.

And whereas, The said John T. Thomas, did by his will, probated in the Orphans Court of Anne Arundel, Md., on the fifteenth day of March, in the year 1902, give, devise and bequeath, unto his sister, Mrs. Elizabeth C. Appler, of the said City of Annapolis,

absolutely all of his property, real, personal and mixed and of the rights of every kind to which he was entitled at the time of his death, and of all the moneys payable to his executor or administrator, whereby the aforementioned lease which the Mayor, Recorder and Aldermen and Common Council of Annapolis gave to and made with the aforesaid Samuel Peaco, on the first day of November in the year 1821, with all its rights, privileges and conditions, with the right of renewal, passed into the ownership and possession of the said Elizabeth G. Apple, of the City of Annapolis, charged with all of its conditions and rents payable to the aforesaid Mayor, Recorder and Aldermen and Common Council of the City of Annapolis, Md., and their successors, according to the original terms and agreements granted by the said Mayor, Recorder and Aldermen and Common Council of the City of Annapolis, to and with the said Samuel Peaco, on the said first day of November, in the year 1821.

And whereas, the aforesaid Elizabeth G. Apple, of Annapolis, as the first term of the said lease of ninety-nine years is about to expire, it is desired to renew the said lease, according to her right and privilege in the said premises, and conformably to the conditions, charges, rents, and agreements set forth in the original lease which the Mayor, Recorder, Aldermen, and Common Council of Annapolis, on the first day of November, 1821, made with Samuel Peaco, his executors, administrators and assigns:

Now, therefore, in consideration of the aforesaid premises and the payment yearly by the said Elizabeth G. Apple, her executors, administrators and assigns, to the said Mayor, Councillor and Aldermen of the City of Annapolis, and their successors in office, of the sum of ten dollars, current money of the United States, payable on the first day of November in each and every year and of the performances of the covenants herein contained by the said Elizabeth G. Apple, her executors, administrators, and assigns to be paid and performed the aforesaid Mayor, Councillor and Aldermen of the City of Annapolis, hereby according to the terms, agreement and grant set forth in the original lease of the property hereinafter mentioned and described in the indenture made on the first day of November, in the year 1821, between the aforesaid Mayor, Recorder, Aldermen and Common Council of the City of Annapolis, in Maryland, and Samuel Peaco, his executors, administrators and assigns,

and which deed of indenture is recorded in Liber, 26, S. G., No. 8, pages 254-56, one of the Land Record Books of Anne Arundel County, aforesaid, demise, grant, farm and let for the term of ninety-nine years, beginning on the first day of November, in the year, nineteen hundred and twenty, and renewable forever, to the said Elizabeth C. Appley, of the City of Annapolis aforesaid, her executors, administrators and assigns, all that lot, piece or parcel of ground, situate and being in the City of Annapolis and lying within the following metes, bounds, courses and distances, that is to say, Beginning, at the southwest corner of the Street leading from King George St. to the open space where the Market House now stands, and at the northwest corner of the house then occupied by Samuel Teaco, at the time of the original lease, November 1st, 1871, the original grantee in the lease from the Mayor, Recorder, Aldermen and Common Council of the City of Annapolis, and running back with the said House, where it then stood, and the street just before mentioned, north forty degrees and thirty minutes east, fifty-three feet thence, south, forty-nine degrees and forty-five minutes east, forty-nine and a half feet thence south forty degrees and thirty minutes, west, fifty-three feet to the southwest corner of the aforesaid house thence, with a straight line to the beginning, containing and then and now laid out for two thousand six hundred and twenty-three and a half square feet of Land, more or less, and is the part of the same lot of ground now occupied by a large brick store room, rented to John M. Davies, and owned by the said Mrs. Elizabeth C. Appley.

To Have And To Hold The Said Lot, Piece Or Parcel Of Ground, as aforesaid described, together with all and singular the buildings and appurtenances thereunto belonging to the said Elizabeth C. Appley, her executors, administrators and assigns, from the first day of November, 1920 for the term of ninety-nine years, and renewable forever, yielding and paying therefor yearly and every year, forever, to the said Mayor, Counselor and Aldermen of the said City of Annapolis, in Maryland, and their successors, or assigns, or to such person or persons as they shall appoint to receive the same, the yearly rent of ten dollars current money of the United States, clear of all deductions and defalcations for taxes, assessments, rates and all other public dues, impositions, bur-

dues, or charges of every kind or nature whatsoever, which may at any time thereafter be laid, taxed, or imposed or assessed on said lot, piece, or parcel of ground and premises or any part thereof or any building or buildings erected thereon, either by Act of Congress, or Act of the Legislature of this State, or by any city or corporation act or in any other manner whatsoever, and the said rent to be paid on the first day of November in each and every year during the continuance of the present demise; provided always that, that if it shall happen that the said yearly rent shall be in arrears and unpaid in whole or in part for the space of three months after any of the days of payment thereof before mentioned, then, in such case, it shall be lawful for the Mayor, Counselor and Aldermen of the said City of Annapolis, and their successors, and 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, repossess, occupy and enjoy as in their former estate, and the said Elizabeth C. Apple, her executors, administrators, and assigns, and all the occupiers of said premises or any part thereof, thereout, and from thence expel, put out, and move, and that this demise and every clause, matter and thing therein contained shall from thenceforth be utterly void and of no effect in law and equity, to every intent and purpose whatsoever;

And the said Mayor, Counselor, and Aldermen of the City of Annapolis, for themselves, and their successors, do hereby agree to and covenant with and promise to the said Elizabeth C. Apple, her executors, administrators, and assigns, that they respectively, on the payment of the rents and the performance of the covenants heretofore mentioned and reserved on her part and their parts to be paid and performed, shall and may peaceably and quietly have, hold, use, occupy and enjoy the above-demised premises with their appurtenances for the term of ninety-nine years, beginning on the first day of November, in the year, 1920 and renewable forever, on the same terms, covenants and agreements as this present lease, grant, and demise contains, without any

let, hindrance, trouble or interruption by or from the said Mayor, Counselor and Aldermen of the said City of Annapolis, and their successors or any person or persons lawfully claiming from, by or under them, and that they, the said Mayor, Counselor, and Aldermen of the aforesaid City of Annapolis and their successors, at the expiration of the aforesaid ninety-nine years above-mentioned, on the request and at the costs of the said Elizabeth C. Apple, her executors, administrators, or assigns, will make and execute or cause to be made and executed a new lease of the above-mentioned premises for another term of ninety-nine years, to commence and take effect from and at the end of the term for which the same are above-demised, subject to the same rents and under the like covenants as are herein before mentioned and that they they will at the end of every term of ninety-nine years will make and execute a new lease subject to the same rent and under the like covenants so that the present demise may be renewed and made renewable forever, and the said Mayor, Counselor and Aldermen of the city of Annapolis do hereby constitute and appoint the Mayor, their attorney, with full power to appear for them and to acknowledge this indenture as their act and deed before any Court Judge, Notary Public or Justice of the Peace, having lawful authority by the laws of their State of Maryland to take the said acknowledgement.

In testimony whereof the said Mayor, Counselor and Aldermen of the the City of Annapolis aforesaid have caused the seal of the Corporation of the City of Annapolis to be hereunto affixed and the said Elizabeth C. Apple on her part hath set her hand and affixed her seal on the day and year first mentioned above.

Signed, Sealed and delivered in

the presence of
 Elmore S. Grant
 Corporate
 Seal.

John J. Levy. (Seal)
 An the part of the Mayor, Councillor
 and Aldermen of the City of Annapolis.
 John P. Sullivan, Secty. (Seal)
 of the City of Annapolis
 Elizabeth C. Apple (Seal)

State of Maryland, Anne Arundel County, to wit: -