delivery of these Presents, the receipt whereof from the said Hezekiah Bateter they do hereby acknowledge and bind themselves to be therewith fully satisfied, contented and paid. They the said Company have granted, bargained, sold, aliened, enfeoffed, released and Confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and Confirm unto the said Capt Hezekiah Bateter his heirs and assigns forever. All the following Lots and Parcels of land lying and being in the town Waverton, Frederick County, State of Maryland, to wit. Lots 12. & 13. in Section No 25, and Lots No. 1 and 30. in Section 26, and Lots No. 9. & 10. in Section in No 35. and Lots No 16 & 17 in Section No 50. and Lots No. 16. & 17. in Section No. 52. as per plan of said Town of Waverton, containing twenty thousand square feet more or less, being part of a tract of land now owned and possessed by said Company aforesaid. Together with all and singular the rights, members liberties, privileges, improvements, hereditaments and appurtenances whatever thereunto belonging or in anywise appertaining. To Have and to Hold all and singular, the premises hereby granted with the appurtenances unto the said Hezekiah Bateter his heirs and assigns forever. to the only proper use benefit and behoof of him the said Hezekiah Bateter his heirs and assigns forever. And the said Grantee for his heirs and assigns occupying said premises, doth covenant and agree to and with the grantors their successors and assigns for their benefit and advantage as owners of the residue of said tract that said Grantee his heirs and assigns occupying said premises will not hereafter make sell or permit or suffer to be made or sold any malt, vinous, spirituous or other intoxicating liquors by any quantity whatever, and that should this Covenant at any time be violated the stipulated penalty therefor shall be at the rate of fifty dollars per month, the said penalty or sum to be estimated and taken to be rent due for said premises by the grantee his heirs and assigns occupying the same, to the grantors their successors and assigns for the recovery and Collection of which the grantors their successors and assigns shall have the same remedy by distress, action of debt or otherwise, as by law now exists or may hereafter be provided and enacted for the recovery and Collection of rents under leases or other contracts for rent. And in case the said penalty shall not be paid within thirty days after the occupant of said premises shall been requested so to do, and there shall be no sufficient distress found therein, it shall and may be lawful for the Grantors, their successors and assigns by their Past. Attorney or other authorized agent to enter in and upon the said premises and hold the same as of their former Estate until the said penalty shall be paid with interest for the same. And provided also that no penalty shall be estimated at less than the term of one month. And provided further that it shall and may be lawful for the Board of Directors to authorize any person occupying said premises to make and sell the aforesaid liquors for Medicinal, artistical or scientific purposes for a term not exceeding one year, which may nevertheless be renewed and continued by said Board from time to time. And provided further that in case any of the real estate hereby granted shall be leased by the owners thereof, this