

in due form of Law and recorded in the office of Register of Wills of Frederick County, for the term of ninty-nine years, beginning on Tenth day of October in the year eighteen hundred and seventy, and ending on the ninth day of October, nineteen hundred and Sixty-nine; the said Jesse Simmons agreeing therefor to board the said Jacob Engle & his Sister Mary Engle at his, the Jesse Simmons table, take care of, and in all & every respect to furnish them, the said Jacob Engle & Mary Engle, a comfortable living during their the said Jacob Engle & Mary Engle's natural life, and the said Jesse Simmons further agrees that the said Jacob Engle may keep one horse, two cows & three hogs upon said premises together with a reasonable amount of Poltry, and said Simmons further agrees that the said Jacob Engle shall have free use of the dwelling or mansion house during his the said Engle's life, The said Simmons further promises and agrees to pay all taxes and assessments of every kind, levied or assessed, or to be levied or assessed on the property now leased. Provided that in the default of the payment of the taxes or breach of any covenant herein contained, the said Jacob Engle may re-enter; and provided also, that if the said taxes shall be in arrear in whole or in part at any time it shall be lawful for the lessor to distrain therefor:

And the said Jesse Simmons covenants to pay the aforesaid taxes and assessments when legally demandable,

And the said Jacob Engle, covenants that on payment of the taxes by the lessee and performance of the covenants herein provided to be paid and performed by the said lessee, he the said Jacob Engle will warrant specially the property hereby leased and that at any time during the continuance of the lease, upon payment to the said Jacob Engle of ten dollars or a renewal fine, he will execute and deliver to the said Jesse Simmons, his personal representatives and assigns at their request a new lease of the said property for another term of ninety-nine years to commence at the expiration of the present term, subject to the same covenants and agreements, and so on during each succeeding term, so that this lease may be renewable and renewed from time to time forever.

Witness our hands and seals.

Test:	Jacob Engle (SEAL)
Elias Mount	Jesse Simmons (SEAL)
John T. Smith	

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 8th day of October in the year eighteen hundred and seventy before the subscriber a justice of the peace of the said State in and for the county aforesaid personally appeared Jacob Engle and acknowledged the foregoing lease to be his act.

John T. Smith J. P.

Filed December 12, 1938.

TESTIMONY

Lydia S. R. Snyder	"	No. 13,825 Equity
vs.	"	In the Circuit Court
Marcia F. Watkins,	"	for Frederick County.
et al	"	In Equity.

TESTIMONY

taken before the Court, Hon. Arthur D. Willard, January 3, 1939.

MRS. LYDIA S. R. SNYDER, a witness produced on the part of the Respondents, being first duly sworn, deposes and says as follows:

By Mr. Holter:

Q. Mrs. Snyder, will you state your full name, please?

A. Lydia S. R. Snyder.