

His Indenture

Made the Eleventh Day of

June in the first Year of our Sovereign Lord George the third

by the Grace of GOD, of Great-Britain, France and Ireland,

of New York and Governor of his wife
KING, Defender of the Faith, &c. One Thousand Seven Hundred and Sixty one

WITNESSETH, That the Party aforesaid of the first part, for and in Consideration of the Rents and Covenants herein after mentioned, which on the Part and Behalf of the Party aforesaid of the second part, are to be paid, done, observed, performed, fulfilled and kept, HAVE DEMISED, Bargained, Enfeoffed, Set, and to Farm let, and by these Presents, Dora demise, set, and to farm let, unto the Party

Desire being in the general Cart or map of the manner of the said farm, being fallen to the great Lot No. Eight to wit the North East farm in the same and to begin at the North East Corner of the farm of said great Lot Eight thence running East Seventy Chans, or thereabouts to a heap of stones be the North East Corner of said great Lot Eight thence Southward thirty five Chans to the farm leased to W. Nathaniel Miller thence west by said Miller to the middle Line where Joseph theal & Abel Bruster buy thence North by the theal to the first mentioned Bound, containing two hundred and forty five acres according to the Survey of W. Pire V. Cortlandt Esqr. and marked on his plan or map No. 1. Relation thereunto will more plain and at Large appear,

TOGETHER with all and singular the Trees, Woods and Underwoods, to be made Use of on the Premises, and no where else, Passages, Water-Courses, (the Erecting any Mill or Mills thereon, and all Mines and Minerals excepted) Profits, Feedings and Appurtenances to the said Farm belonging, or in any wise appertaining. TO HAVE AND TO HOLD the said Farm, Land and Premises herein before

demised, (SAYING, RESERVING AND EXCEPTING, as aforesaid) unto the Party aforesaid of the second part, h^c Executors, Administrators and Assigns, for and during the Term of the Lives of ~~Abiel~~

Life, Benefit and Behoof of the Party aforesaid of the first part, h^c Heirs or Assigns, the Yearly Rent of ~~four Pounds~~ and PAYING THEREFORE, during the Continuance of this present

Month of May, Yearly, unto the Party aforesaid of the second part, h^c Heirs or Assigns, on the first Day of every Party aforesaid of the first part, h^c Heirs, Executors, Administrators or Assigns, shall, from time to time at pleasure, appoint or direct, to receive the same; the first Payment to be made at or before the first

Charges, Assessments or Impositions whatsoever, that have been or shall be taxed, charged, assessed or imposed upon the hereby demised Premises, or any part thereof, or upon the Party aforesaid of the second

part, h^c Heirs, Executors, Administrators and Assigns, one Day's Work, Yearly, with a Cart, Wagon, Sled, or Plow, and an able Man to drive, with Horses or Oxen, as in such Case is reasonable, and

direct, and in Failure of performing such Day's Work as aforesaid, Yielding and paying in Lieu thereof, Seven Shillings current Money of this Colony. PROVIDED ALWAYS, That these Presents

upon this Condition, That if the said Yearly Rent of ~~four Pounds~~ shall not be observed, kept and performed, that then, and in any or either of these Cases, these Presents, and the Estate by these Presents demised, or intended to be

part in the Name of the Whole, to RE-ENTER, and the same to Have again, retain, possess and enjoy, as in h^c or their first and former Estate. AND IT IS FURTHER AGREED, Between the

Parties aforesaid, that from time to time, as the said Yearly Rent, or any part thereof, shall be behind and unpaid, in part or in all, by the Space of Twenty Days, next after any of the Days appointed

for the Payment thereof; it shall be lawful to and for the Party aforesaid of the first part, h^c Heirs or Assigns, or any of them, in the said Farm hereby demised, and into any part thereof, to enter and

distrain, and the Distresses then and there found and taken, to lead, drive, chase, take, or carry away, impound, detain, keep or make Sale thereof, until the said Rents, and all Arrearages thereof, (if

any shall be) unto the Party aforesaid of the first part, h^c Heirs or Assigns, be fully paid and satisfied. AND ALSO, it is further covenanted, Between the Parties to these Presents, and their

Heirs, Executors, Administrators and Assigns, That as often as the said Yearly Rent shall be due as aforesaid, or any part thereof be behind and unpaid, in part or in all, by the Space of Twenty Days, as

aforesaid, next after the Days and Times above appointed for paying and performing the same; that then and in such Case, it shall be at the Election of the Party aforesaid of the first part, h^c Heirs, Executors, Administrators or Assigns, in Lieu and Stead of a Re-entry, or Distraiture, as aforesaid, to bring Suit of Action for the Recovery thereof, from the Party aforesaid of the second part, h^c Heirs,

Executors, or Assigns, in a Summary Way, to implead, by Bill, Plaint, or Action of Debt, in due Form of Law, to recover the same, and all Arrearages thereof, with Costs of Suit, until the Party aforesaid

of the first part, h^c Heirs or Assigns, be fully paid and satisfied. AND it is further covenanted, That the Party aforesaid of the second part, h^c Heirs or Assigns, shall and will, from Year to Year, first offer and give unto the Party aforesaid of the first part, h^c Heirs or Assigns, or some Person for that Purpose, to be appointed, and abiding within

ten Miles of the demised Premises. AND also, in Case the Party aforesaid of the second part, h^c Heirs or Assigns, or any of them, be minded and desirous hereafter, to dispose of the said

Farm, or any part thereof, with the Appurtenances, the Orchards, Fruit-Trees, Nurseries, Dughill, which shall be deemed parcel of the said Farm; that then the Party aforesaid of the second part, h^c Heirs

or Assigns, shall and will first offer and give the Pre-emption or Refusal of buying the same, unto the Party aforesaid of the first part, h^c Heirs or Assigns; and shall not, nor will not sell or dispose of the

same, before Leave first had and obtained under the Hand and Seal of the Party aforesaid of the first part, h^c Executors, Administrators or Assigns: And also, shall and will, from time to time, bring and

paying the Tenth part for the Toll of grinding; which Time of grinding shall begin so soon as the Party aforesaid of the first part, h^c Heirs or Assigns, shall have a Grist-Mill in Repair within five

Miles of the said leased Premises. ALSO, That no Dwelling-House shall be erected or built but on a dug Stone-walled Cellar. ALSO, That the Party aforesaid of the second part, h^c Heirs or Assigns, shall, in the first Year, srew Apple Seed or Pomace, upon a Patch of Land on said Farm, for a Nursery, well prepared for that Purpose, of at least Fifty Foot square, to the Intent that within six Years be planted

a regular Orchard of One Hundred Apple-Trees at least, at Thirty-six Foot asunder; and as any of them may happen to die, others in their Stead to be replaced, so that the Number of One Hundred like

Trees at least be compleat planted out, and inclosed within a good Fence for their Safety. ALSO, That the Party aforesaid of the second part, h^c Heirs or Assigns, shall not, by themselves or procurement,

fall any Tree or Trees on the demised Premises, for the Browling of Cattle; or peel any Bark for Tanner's Use, off or from any Tree standing or lying down on the said Farm; or by h^c self or privy,

suffer any Wood to be disposed, or burnt into Coal, for Furnace, Forge or Bloomy Use; or shall the Party aforesaid of the second part, h^c Heirs or Assigns, take in or join any other Person or Persons,

in Conjunction, to farm on Shares, or cropping. AND also, That the Party aforesaid of the second part, h^c Executors, Administrators or Assigns, shall, from time to time, hereafter, be subject to all

reasonable Orders, as regulating Fences, laying out Paths and Roads, and to amend and repair the same, when necessarily devised by the Party aforesaid of the first part; and Extinguishing Fires when Burning

the Woods. AND ALSO, and LASTLY, It is AGREED, by the Parties here above mentioned, That during the Continuance of this Lease, Notwithstanding a Re-Entry should be had and made by the

Party aforesaid of the first part, h^c Heirs or Assigns, on Default made by the Party aforesaid of the second part, h^c Heirs or Assigns, in the Premises here above; that in such Case, a Redemption may

be had and obtained by the Party aforesaid of the second part, h^c Heirs or Assigns, in Manner following, that is to say, if the Party aforesaid of the second part, h^c Heirs or Assigns, shall well and truly pay,

or cause to be paid, unto the Party aforesaid of the first part, h^c Heirs or Assigns, within Twenty Days after such Re-Entry, all the Rent and Arrearages due thereon, for which Re-Entry was made, together

with treble Costs of Suit thereon had; that then and in such Case only, and not otherwise, the Party aforesaid of the second part, h^c Heirs or Assigns, shall again have, possess and enjoy the said demised

Premises on the said Term and Conditions first agreed, and in the same Manner as if no such Re-Entry had been. And that your Councils shall be charge of Rent until

IN WITNESS whereof the Parties to these present Indentures have interchangeably set their Hands and Seals the Day and Year first above-written. May first in the year one

Sealed and Delivered in the Presence of

Thousand Seven hundred and Seventy

Nathaniel Miller
Abel Bruster

Abiel Bruster

Abiel Fuller his Depts
Dated June 11th 1761 Sent And
to be paid 1st May 1762

For m^{rs} v^o 6, 10 29
(Dob to 2/10/100)