

N. 11.

This Indenture made the *Twenty fifth* Day of *March* in the *Tenth* Year of the Reign of Our Sovereign Lord *George The Second* by the Grace of God of Great Britain, France and Ireland, KING, Defender of the Faith, &c. Annoq; DOMINI, One Thousand Seven Hundred and *Thirty Seven* BETWEEN *Henry Beekman of Dutchess County & in the Province of New York* & *Geortruys his wife* of the first Part, and *Andrias Bergher* of the second Part, WITNESSETH, That

the party's aforesaid of the first part *thrice* for and in Consideration of the Rents and Covenants hereinafter mentioned, which on the Part and Behalf of the Party's aforesaid of the second Part, are to be paid, done, observed, performed, fulfilled and kept. HAVE granted, bargained, enfeoffed, demised, set, and to Farm let, and by these Presents DOE grant, bargain, enfeoff, demise, set and to Farm let unto the Party's aforesaid of the second Part, *thrice* Executors, Administrators and Assigns, ALL THAT certain Farm of Land, situate, lying and being in *Westchester* County, butted, bounded and described as follows, viz. *Lying And being in the Mannor of Cortlandt Described in the General Land of said Mannor Patent known therein By North Lot N. Three Now called Geortruys Hurry is by Divident Division among the heirs of late Stephen Van Cortlandt Decd. allotted to Geortruys one of the Daughters of y^e S^t Stephen Van Cortlandt Now the Wife of S^t Henry Beekman This Farm is to begin on the North Bounds of John Hyat Thence to Run North Twenty four Chains to the Patent of Mr. Adolph Philippe East & West the same Breadth containing Two hundred and Thirty Acres Laying in a Square Figure*

TOGETHER with all and singular the Woods, Under-woods, Trees, Ways, Passages, Waters, Water Courses, Profits, Feedings, Commodities, and Appurtenances whatsoever, to the said Farm, Land and Premises, with the Appurtenances, belonging, or in any Wise appertaining. SA VEING, RESERVING AND EXCEPTING ALWAYS, to the party's aforesaid, of the first part, *thrice* Heirs and Assigns, all Mines, Minerals and Oars, within the above demised Premises, with free Ingress, Egress and Regress there unto, and with Power to search for, dig and turn up the Ground, and to carry off or Manufacture the Oar thereon. With Power to erect Mills, Dams & other Erections and Buildings, proper for Stamping, Melting, or otherwise manufacturing and preserving the Oars within the demised Premises. Together with necessary Timber, Fire-wood, Stone, and all other Materials, to be found upon the Premises, that may be useful for the Purposes aforesaid. BUT it is hereby PROVIDED; That for the full Proportion, or as many Acres of Land, as shall be encumbered and rendered useless, to the Party's aforesaid of the second part, *thrice* Executors, Administrators or Assigns, by such Erecting, Building, Digging and Turning up the Ground, Ingress and Egress, there shall be so much deducted and defalked, out of the yearly Rent hereby reserved, as is in Proportion, to the Acres of the whole Farm aforesaid, during the Time that it is so encumbered and rendered useless. TO HAVE AND TO HOLD, the Farm, Land and Premises, herein before demised, with their and every of their Appurtenances, (SAVING, RESERVING AND EXCEPTING AS AFORESAID) unto the party's aforesaid of the second part, *thrice* Executors, Administrators and Assigns, for and during the Term of the Lives of *The above said Andrias Bergher and his two Sons Andrias & John Bergher* — Being Three Lives in the whole

And of the Life of the longest Liver of them, OR, until the full End and Term of *Twenty One* Years, from the Day before the Day of the Date of these presents; OR until the full End of the said Term for Life or Years which shall last happen. TO the proper Use, Benefit and Behoof, of the party aforesaid of the second part *thrice* Executors, Administrators or Assigns, during the longest of the Terms aforesaid. YIELDING AND PAYING therefore yearly, during the Term of *Four* Years, to Commence from the Day before the Day of the Date hereof, unto the party's aforesaid of the first part, *thrice* Heirs and Assigns, the yearly Rent of *one Cuple of Live Fat hens* on the Feast Day of *The annunciation commonly called Lady Day* AND ALSO YIELDING RENDRING AND PERFORMING, to the Party's aforesaid of the first Part, *thrice* Heirs and Assigns, *One Days Work*, yearly, with a *Wagon, Sled or Plow*, and an able Man to drive, with *Horses or Oxen*, to perform as in such Case is reasonable; and that in such Manner, and at such Time, and Place, yearly, within *Twelve* Miles of the demised Premises, as the Party's aforesaid of the first part, *thrice* Heirs or Assigns, shall from Time to Time appoint and direct; and in Failure of Performing such Days Work as aforesaid, YIELDING AND PAYING in lieu thereof, the Sum of *Seven Shillings*. And from and after the *Four* Years aforesaid, YIELDING, RENDRING AND PAYING, yearly and every Year, during the longest of the Terms aforesaid, unto the party's aforesaid of the first part, *thrice* Heirs or Assigns, NOT ONLY the said *one Cuple of Live Fat hens* and the said Days Work, to be performed as aforesaid, BUT ALSO an additional yearly Rent of *Twenty five Shillings* money of the Province of New York, *Fifth* Day of *May*

Yearly at such convenient Place in the Mannor as the said *Henry Beekman or Geortruys his wife* shall appoint PROVIDED ALWAYS, and these presents are upon this CONDITION; that, if the said yearly Rent of *One Cuple of Live Fat hens* or the additional yearly Rent of *Twenty five Shillings* *Current Lawful money as aforesaid* for each year of the demised Premises or the *One Days Work*, with *Wagon, Sled or Plough*, as aforesaid, or any part thereof, shall be behind and unpaid, or unperformed, in part or in all, by

the Space of *Twenty* Days, next after any of the Days appointed, or to be appointed as aforesaid, for rendering, paying or performing the same as aforesaid, OR if the party's aforesaid of the second part, *thrice* Executors, Administrators and Assigns, shall leave the Possession, and desist improving thereof, for the Space of *Six Months* together; OR if the party's aforesaid of the second part *thrice* Executors, Administrators or Assigns, shall not observe, keep and perform, the several Articles, Covenants and Agreements, in these presents particularly expressed, on — their part, to be observed, kept and performed, THAT THEN, and in any or either of these Cases, these presents, and the Estate by these presents granted, or intended to be granted, are to be VOID DETERMINE AND CEASE, and thereupon it shall and may be Lawful, to and for the party's aforesaid of the first part, *thrice* Heirs and Assigns, into the said Farm, Land and Premises, or in any Part thereof, in the Name of the whole, to RE-ENTER and the same to have again, RE-TAIN REPOSSESS AND ENJOY, as in *Thrice* first and former Estate, any Thing in these presents contained, to the contrary thereof, notwithstanding. AND it is mutually COVENANTED and agreed between the party's aforesaid, and their Heirs, Executors, Administrators and Assigns, That from Time to Time, when and so often 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 the Days and Times above appointed, for the Payment thereof, it shall and may be lawful, to and for the party's aforesaid of the first part *thrice* Heirs or Assigns, or any of them, into the said Farm, Land and Premises hereby demised or of any of them, and into every part, or any part or parcel thereof, to ENTER AND DISTREIN and the Distress and Distresses, then and there found and taken, to lead, drive, chase, take or carry away, impound, detain and keep, until the said Rents and all Arrearage thereof (if any shall be) unto the party's aforesaid of the first part, *thrice* Heirs and Assigns, be fully paid and satisfied. And the party's aforesaid of the second part, for *Themselves* *thrice* Executors, Administrators and Assigns, and for every of them, do COVENANT promise, grant and agree, to and with the party's aforesaid of the first part *thrice* Heirs and Assigns, and to and with every of them by these presents, in Manner and Form following, viz. THAT the party's aforesaid of the second part *thrice* Executors, Administrators and Assigns, shall and will from Year to Year and so every Year hereafter, first offer and give unto the party's aforesaid of the first part *thrice* Heirs and Assigns, the Pre-emption, or Refusal of buying of all such Grain and Corn, as the party's aforesaid of the second part *thrice* Executors, Administrators and Assigns, shall from Year to Year and every Year, raise and have off and from the said Farm, over and above what the party's aforesaid of the second part *thrice* Executors, Administrators and Assigns, shall keep and preserve for *Thrice* own Use, and which *Thrice* or either of them shall have a Mind to dispose of. PROVIDED ALWAYS, that the party's aforesaid of the first part *thrice* Heirs or Assigns, or some Person or Persons by him or them, for that purpose appointed, be then living or abiding within *Twelve* Miles of the demised Premises. AND ALSO, it is COVENANTED as aforesaid, that in Case the party's aforesaid of the second part *thrice* Executors, Administrators or Assigns, or any of them, shall, at any Time hereafter, be minded and desirous to dispose of the said Farm, Land and Premises herein before demised or any part thereof, with the Appurtenances, the Orchards, Fruit-Trees, Stocks and Plants, in Gardens or Nurseries, Dung or Dung-hills, which are or shall be deemed parcel of the said Farm, that then the party's aforesaid of the second part *thrice* Executors, Administrators and Assigns, shall and will first offer and give the Pre-emption, Buying or Purchasing, or Refusal of Buying and Purchasing the same, unto the party's aforesaid of the first part, *thrice* Heirs and Assigns, and shall not, nor will not, sell the same, but first have Leave under the Hand and Seal of the party's aforesaid of the first part, *thrice* Heirs and Assigns. AND shall and will, from Time to Time and at all Times hereafter, bring and GRIND, all such Grain, as the party's aforesaid of the second part *thrice* Executors, Administrators or Assigns, shall use in — their Family, at the CRIST MILL of the party's aforesaid of the first part *thrice* Heirs and Assigns, paying the *TENTH PART*, for the Toll of Grinding; which Time of Grinding shall begin so soon as the party's aforesaid of the first part *thrice* Heirs or Assigns, shall have a CRIST MILL built, and in good Repair, upon the Tract or Premises, whereof the above demised Premises are a part. AND the party's aforesaid of the first part, for *Thrice* Heirs and Assigns, and for every of them respectively, doth COVENANT, promise and agree, to and with the party aforesaid of the second part *thrice* Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, That if the party aforesaid of the second part, *thrice* Executors, Administrators or Assigns or either of them, shall within the Term of *Years* after the Date hereof PAY unto the party aforesaid of the first part, *thrice* Heirs and Assigns, the Sum of

of the said Sum, the party aforesaid of the first part *thrice* Heirs and Assigns, will convey the above demised Premises, to the party aforesaid of the second part, *thrice* Heirs and Assigns, forever, RENDRING and PAYING yearly to the party aforesaid of the first part, *thrice* Heirs and Assigns, the yearly Rent of

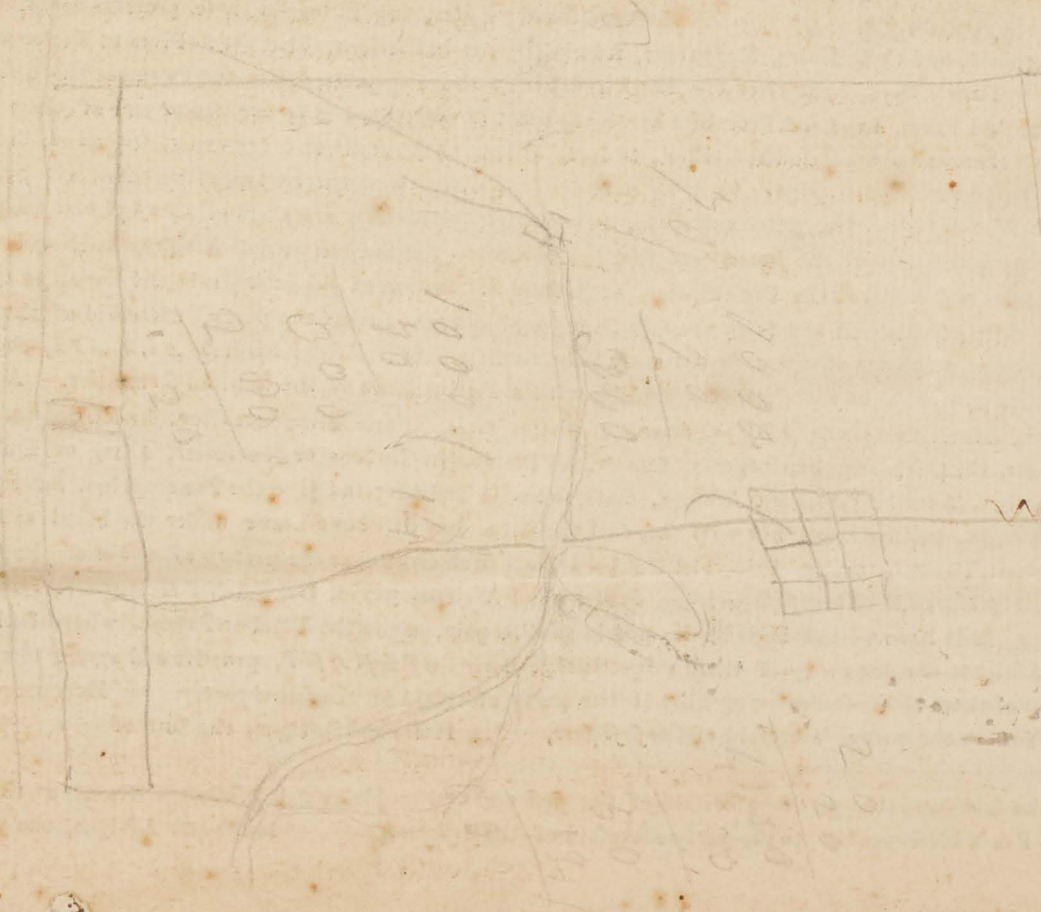
SAVING AND RESERVING all Mines and Minerals and Appurtenances for digging, working and preparing the same, as herein before is set forth. But in Case the said Sum of

be not paid, within *Years* from the Date hereof, as aforesaid, THEN the above Covenant to convey, is to be VOID, and the Premises are to stand demised as above, for the longest of the Terms, for which the same are above demised. IN WITNESS whereof the party's to these present Indentures have interchangeably set their Hands and Seals the Day and Year first above written.

Sealed and delivered in the Presence of
James Smith
Daniel Smith
Three & 3/4 this word *One pound five Shillings*, was & on before sealing & delivery of this present and it is agreed by both parties that the above mentioned yearly Days work shall to be accounted for unless it be demanded or required by the parties of the first part
Lured Linger

BE IT REMEMBERED, That on the Day and Year aforesaid, SOLEMN LIVERY AND SEIZIN, of the Premises, was given, by the above to the above TO HOLD upon the Conditions, and according to the Form of the above Indenture, in the Presence of us the Subscribers hereunto.

1. May 1797. for 230
 Andrew Beringson's - 200
 Andrew Beringson's - 30
 & a new 200



Andrew Beringson
 He
 A. & G. Beringson
 1 May 1797
 done.

Andrew Beringson

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