

Made the *First* — Day of

May — in the Twenty Eighth Year of our Sovereign Lord George the Second
KING, Defender of the Faith, &c. Annoq; Domini One Thousand Seven Hundred and Fifty Six

by the Grace of GOD, of Great-Britain, France and Ireland,
BETWEEN *Henry Beckman of the City*

of New York Esq. and George Borden his wife
of the first Part, and William Borden of the second Part, of Westchester County, Surrogin or Doctor in Justice
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, DOth demise, set, and to farm let, unto the Party aforesaid, of the second part, his Heirs and Assigns; ALL that certain Parcel of Land, lying in Westchester County, described as follows.

And in the German Part of said manner Patent Described by the Great North Lot n^o. 3. now called Geertruyds Burgh. Being by the Division of the Heirs of Lot. Stephen Van Ghandt Dec. Allotted to Geertruyds party to thos J. Saint one of his Daughters and wife to thos P. Henry Beckman, part of which Great Lot n^o. 3. the 25. March 1737. was layd out and Saide to Darnall Fields hereof the Farm now Intended Begins on the North Boundy of Jacob Cornsle now the parsonage or meeting house Farm thence north to the Farm of Abraham Smith Now Joseph Budd and in Length E. & W. through said Great Lot so that, that this Farm by Estimation Contain one hundred twenty three Acres being n^o. half of s^d. Fields land, Excepting one Acre of Land, Adjoyning the Street & next to J. T. Jos. Budds Farm w^h. Acre so being described, out of this Part to n^o. Daffors their heirs & assigns & assigns so that then the remainder of this Patent Farm only to Contain 1142 Acre of Land -

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, (SAVING, RESERVING AND EXCEPTING, as aforesaid) unto the Party aforesaid of the second part, his Executors, Administrators and Assigns, for and during the Term of the Lives of Borden Anno his D. and wife of Driskill Hayat and the Life of the longest Liver of them, from the Day before the Date of these Letters Patent, unto the full Term of Years therein expressed.

Borden Anna his P. Last wife & Elizabeth Hayat
 Use, Benefit and Behoof of the Party afore said of the second part, his Executors, Administrators or Assigns, YIELDING AND PAYING THEREFORE, during the Continuance of this present
 Leaf, Yearly, and every Year, unto the Party afore said, of the first part, their Heirs or Assigns, the Yearly Rent of three pound ^{6 s. 4 d.} ~~for~~ ⁱⁿ Bullocks of good sweet merchantable Winter Wheat, for each Hundred Acres
 of the Farm hereby demised, and ~~in proportion for a lesser or greater Quantity thereof~~

Month of May, Yearly; TOGETHER, with one Couple of live fat Hens; at each Store house or Place to be delivered, within _____ Miles from the above demised Premises, and to such Person, as the Party aforesaid of the first part, their 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 Day of May, happening next after the Expiration of Days from the Date hereof: which Rent is to be paid in

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, *his* Heirs or Assigns, for or on respect thereof, by any Power or Authority whatsoever: AND ALSO YIELDING, RENDRING and PERFORMING, unto the Party aforesaid of the *first* part, *their* Heirs, Executors, Administrators and Assigns, *one* Day's Work, Yearly, with a Cart, Waggon, Sled, or Plow, and an able Man to drive, with Horses, Cattle, or other necessary Implements, from the Date hereof; which Rent is to be paid without any Deduction or Abatement of or for any Manner of Taxes, Duties, or other Charges, or for any other Cause whatsoever, at or before the first Day of May, in every Year, to the said Party aforesaid, or to his Heirs or Assigns, at the place where the said Premises are situate, or at such other place as the said Party aforesaid shall think fit, and the said Party aforesaid, his Heirs or Assigns, shall be bound to pay the same, the first Payment to be made at or before the first Day of May, in the first Year after the Expiration of the said Term of Years.

that in such Manner, and at such Time and Place within fifteen Miles of the hereby granted Premises, as the Party aforesaid of the first part, ~~their~~ Heirs or Assigns, shall from time to time 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 are upon this Condition, That if the said Yearly Rent of three pounds, Ten Shillings, and above said ~~Barrels of good sweet merchantable Winter Wheat, or the~~ Couple of live fat Hens, as aforesaid, as the said Day's Work with Cart, Waggon, Sled or Plow, as aforesaid, ~~shall be paid~~ shall be paid to the said Party aforesaid of the first part, ~~their~~ Heirs or Assigns, as the said Day's Work, yearly, with a Cart, waggon, Sled, or Plow, and an able Man to drive, with Horses or Oxen, as in such Case is reasonable, and

Work with Cart, Waggon, Sled or Plow, 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 rendring, paying or performing the same, as aforesaid; or if the Party aforesaid of the second part, his Heirs or Assigns, shall not take Possession and improve the Farm, aforesaid, within six Months after the Date hereof, or leave the Possession for the Space of six Months, or shall not observe, keep and perform the several other Articles, Covenants and Agreements in these Presents particularly hereafter expres'd, on his or their part to be observed, kept and performed, that then the said

demised, are to be VOID, DETERMINE and CEASE; and thereupon it shall and may be lawful to and for the Party of the first part, ~~their~~ Heirs and Assigns, into the said Farm, Land and Premises, or in any part in the Name of the Whole, to RE-ENTER, and the same to Have again, retain, repofsess and enjoy, as in ~~his~~ or their first and former Estate. AND IT IS FURTHER AGREED, Between the

for the Payment thereof; it shall be lawful to and for the Party aforesaid of the *first part*, ~~that~~ 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*, ~~that~~ Heirs and Assigns, be fully paid and satisfied: AND ALSO, it is further mutually covenanted, Promised and Agreed, Between the

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, His 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, His Heirs, Executors, or Assigns, in a Summary Way, to wit, by Bill Plaint, or Assumpsit, before any Justice of the Peace, or Justices of the Peace, or any one or more of them, sitting in open Court, or otherwise, as they shall think fit.

of the first part, his Heirs and Assigns, be fully paid and satisfied: AND it is further covenanted, That the Party aforesaid of the second part, his Heirs and Assigns, shall and will, from Year to Year, Administrators or Assigns, shall have a Mind to dispose of: Provided the Party aforesaid of the first part, his Heirs and Assigns, shall and will, from Year to Year, Administrators or Assigns, shall have a Mind to dispose of: Provided the Party aforesaid of the first part, his Heirs and Assigns, shall and will, from Year to Year, Administrators or Assigns, shall have a Mind to dispose of:

Miles of the demised Premises. AND also, in Case the Party aforefaid of the first part, his Heirs or Assigns, or some Person for that Farm, or any part thereof, with the Appurtenances, the Orchards, Fruit-Trees, Nurseries, Dunghill, which shall be deemed parcel of the said Farm; that then the Party aforefaid of the second part, his Heirs and Assigns, shall and will first offer and give the Pre-emption or Refusal of buying the same, unto the Party aforefaid of the first part, his Heirs and Assigns, who shall have the Preference before all other Persons, to buy the same, at such Price as he or they shall think fit to sell the same for, and to receive the Money so received by him or them, and to dispose of the same as he or they shall think fit.

same, before Leave first had and obtained under the Hand and Seal of the Party aforesaid of the *first part*, ~~their~~ Heirs or Assigns; and shall not, nor will not sell or dispose of the grind all such Grain and Corn as the Party aforesaid of the *second part*, ~~his~~ Heirs or Assigns, shall use in his or their Family, at the Grist-Mill of the *first part*, ~~their~~ Heirs or Assigns, 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*, ~~their~~ Heirs or Assigns, shall have a Grist-Mill within the

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*, his Heirs or Assigns, shall, in the first Year, strew 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* Trees at least be compleat planted out, and inclosed within a good Fence for their Security.

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*, his Heirs or Assigns, shall not, by themselves or procurement, suffer any Wood to be disposed, or burnt into Coal, for Furnace, Forge or Bloomery Use; or off from any Tree standing or lying down on the said Farm; or by him self or privily, in Conjunction, to farm on Shares, or cropping. AND also, That the Party aforesaid of the *second part*, his Heirs or Assigns, take in or join any other Person or Persons,

reasonable Orders, as regulating Fences, laying out Paths and Roads, and to amend and repair the same, when necessarily devised by the Party afore said 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 afore said of the *first part*, ~~their~~ Heirs or Assigns, on Default made by the Party afore said of the *second part*, ~~his~~ Heirs or Assigns, in the Breach of any of the Conditions, Covenants, or Agreements, herein contained, shall, from time to time, hereafter, be subject to all

be had and obtained, by the Party aforesaid of the *second part*, *his* Heirs or Assigns, in the Premises here above; that in such Case, a Redemption may or cause to be paid, unto the Party aforesaid of the *first part*, *the* 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*, *his* Heirs and Assigns, shall again have, repossess and enjoy, the said Premises on the said Term and Conditions, as if the said Re-Entry had not been made.

IN WITNESS whereof the Parties 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*

Charles Gilmore
Mary Johnston

lastly the party aforesaid of y^e first party for them selves Heirs Excut^{ts} & assigns do covenant with y^e party of y^e second part his heirs Excut^{ts} & assigns, that within y^e term of any living pay unto y^e party of y^e first party Ten pound current money in Vallow as it now is will add a new name to this lease at y^e nomination of y^e second party in the place of any Dying to hold the same also for y^e life of such a deed according to y^e tenor of this p^{re} sentes further if Amision is not Comding at the aforesaid will might hapin Casually it shall not be taken in Breach

William Borden

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