

This Indenture made the eighteenth day of March 1869, between Philip G Van Wyck of the town of Ossining, in the County of Westchester and State of New York, party of the first part, and Isaac Secor, & Ferris Washburn of the same place, and George Morton and John Morton of the town of Cortlandt in the said County and State, parties of the second part - Witnesseth, that the said party of the first part have letten and by these presents doth grant demise and to farm let unto the said parties of the second part - All that certain piece or parcel of land lying and being at Cortou, in the County of Westchester and State of New York, Bounded and described as follows, Commencing at the point in the boundary line between the lands late of John Cocks deceased and said Philip G Van Wyck where the said line intersects the Hudson River Rail Road on the Northeastly side of said Rail Road, thence running northeastly along said boundary line and crossing the road three Hundred and twenty five feet into lot No 43 as laid down and numbered on the Map of the property of Philip G Van Wyck, surveyed and drawn

by Thomas C. Cornell, Civil Engineer, August 31st 1850, thence northerly and at right angles to said boundary line five hundred and twenty feet to stake and stones in said lot No 43, thence westerly five hundred feet crossing the Hudson River Rail Road and at right angles thereto and across lands lying under water to a stake and stones, thence southerly parallel to said Rail Road five hundred and twenty feet or thereabouts to said Cock's line, thence northeasterly along said Cock's line to the place of beginning with the appurtenances. for the term of ten years from the first day of December, One thousand, Eight hundred and sixty eight, at the yearly rent or sum of two hundred dollars to be paid in equal quarterly yearly payments

And it is agreed that if any rents shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom, and the said parties of the second part

\$200.
rent

doth covenant to pay to the said party of the first part, the said yearly rent as herein specified and that they will use and occupy said premises for the purposes of a brick yard only and for no other purpose whatever, and that they will not assign this lease, nor under-let said premises without the written consent thereof from the party of the first part had and obtained, that they will not commit waste, particularly of moulding sand, which they agree to take care of and preserve And it is further agreed by and between the said parties, that the said parties of the second part within sixty days after the expiration of this lease, or termination thereof by any cause, shall have the right to remove all buildings, fixtures, improvements and personal property put by them upon the said premises and belonging to them, from the said premises, And they may take sand or material from front part of lot No 43 on said Map, within One Hundred and fifty feet of Cock's line for the purpose of filling where they may dock out on

said premises, And that at the expiration of said term, the said parties of the second part, will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit; damages by the elements excepted and properly arranged and graded for use as a brick yard, as they may have arranged and graded the same for their own use, except as above modified by the clause reserving to them the right to remove all buildings, fixtures improvements and personal property put by them upon the said premises and belonging to them And the said party of the first part doth covenant that the said parties of the second part on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have hold and enjoy the said demised premises for the term aforesaid, And it is further agreed by and between the said parties, that whatever dock or docks may be built in and upon the said premises

by the said parties of the second part, are to remain upon the said premises and belong to the said party of the first part, at the expiration or termination of this lease for any cause, that parties of the second part shall have the right to burn brick and remove the same and use the kilnshed until the first of May 1879, when they shall remove said kilnshed, or within ten days thereafter. And it is further agreed that wherever and whenever this lease, and the license for taking brick material and clay and sand for making brick, made or about to be made to parties of the second part, by party of the first part, interfere in any way with one another, or grant different rights and privileges on the same premises that might interfere, the same shall be taken together and construed as one instrument, and both be made to have effect if possible. Parties of the second part their executors, administrators or assigns shall and will at their own proper

costs and charges, bear, pay,
and discharge all such taxes
duties and assessments what-
soever both ordinary and ex-
traordinary as shall or may
during the term hereby granted
be charged, assessed or imposed
upon the said described premises
And it is further agreed that parties
of the second part shall not cut
the banks for filling on lot 4 &
except south of a point four
hundred feet north of Cook's line
on the northeasterly side of pre-
mises hereby leased

In witness whereof the
parties to these presents have
hereunto set their hands and
seals the day and year first
above written

Signed sealed and
delivered in presence
of L. W. Clark

L. E. Van Dyke
J. W. Lee
J. W. W. W. W.
George Martin
John Martin

100
Copy of Brickyard
Lane of
L. H. & Van Dyke

70
New Leon
Terri Wahlman
George Martin
John Martin

April 1st 1869

10 years