

This Indenture Made the Twenty seventh Day of September in the Thirtieth

Year of the Reign of our Sovereign Lord *George the third* By the Grace of GOD, of Great-Britain, France and Ireland, KING, Defender of the Faith, &c. Annoq; Domini, One Thousand Seven Hundred and *seventy three* BETWEEN *Henry Beckman of Dutchess County Esq. and* of the first Part, and *Gertruyd Beckman* of the second Part, WITNESSETH,

Pier Van Cortlandt of the manor of Cortlandt in westchester County Esq. That the Party aforeaid 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 aforeaid 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 DO* grant, bargain, enfeoff, demise, set and to Farm let unto the Party aforeaid of the second Part, *his* Executors, Administrators and Assigns, ALL THAT certain Farm of Land, situate, lying and being in *westchester County, butted, bounded and described as follows, viz. all that certain Tract of Land Situate in the manor of Cortlandt formerly purchased from*

Andrew Johnston Esq. Deu. Being bounded Northerly by Land belonging to Lambert Moore & others. Easterly by Land belonging to the Heirs of Andrew Johnston Esq. Southerly by Land in the possession of Balithia Haase, And Westerly by the Creek Containing about three Hundred & forty acres Also all the stream of water & Land Contiguous thereto that is reserved out of the lease granted to John Bryant

for the use of Mills & Mill-dams with Liberty to erect the same where he or his Heirs shall think meet Also all the vacant Land Contained in front of the said Farm

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. SAVING, RESERVING AND EXCEPTING ALWAYS, to the Party aforeaid, of the first Part, *their* Heirs, and Assigns, all Mines, Minerals, and Ores, within the above demised Premises, with free Ingress, Egress and Regress thereunto, and with Power to search for, dig and turn up the Ground, and to carry off or Manufacture the Ore thereon: With Power to erect Mills, Dams and other Erections and Buildings, proper for stamping, melting, or otherwise manufacturing and preserving the Ores 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 aforeaid. 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 aforeaid of the second Part, *his* 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 aforeaid, 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 aforeaid) unto the Party aforeaid of the second part, *his* Executors, Administrators and Assigns, for and during the Term of the Lives of *Joanne V. Cortlandt wife of the said Pier V. Cortlandt and Stephen J. Pier his sons*

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 aforeaid of the second part, *his* Executors, Administrators or Assigns, during the longest of the Terms aforeaid, YIELDING AND PAYING THEREFORE, yearly, during the Term aforeaid, to commence from the Day before the Day of the Date hereof, unto the Party aforeaid of the first part, *their* Heirs and Assigns, the yearly Rent of *Couple of live fat Hens, on the first Day of*

May 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 *Miles of the demised Premises, as the Party aforeaid of the first part, Heirs or Assigns, shall from Time to Time appoint and direct; And in* Failure of performing such Day's Work aforeaid, YIELDING AND PAYING in Lieu thereof, the Sum of Seven Shillings, and from and after the *Year* aforeaid, YIELDING, RENDRING AND PAYING yearly, and every Year, during the longest of the Terms aforeaid, unto the Party aforeaid of the first part, *their* Heirs or Assigns, NOT ONLY the said Couple of live fat Hens, and the said Day's Work, to be performed as aforeaid, BUT ALSO a additional yearly Rent of *Fifteen pounds*

for the *use of the said Premises, by these Presents demised; and* the *first* Day of *May* in Every year, the first payment to be made *on the date hereof*

PROVIDED ALWAYS, and these Presents upon this CONDITION; That if the said yearly Rent of *Couple of live fat Hens* for the demised Premises, or the *Day's Work* Days, next after any of the Days appointed, or *his* Executors, Administrators or Assigns, shall leave the *the* arm aforeaid, within Six Months after the Date hereof; or if *he or his* Executors, Administrators or Assigns, shall not observe, keep and perform the several Articles, Covenants, and Agreements, in these Presents particularly expressed, on *his* 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 aforeaid of the first part, *their* 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, retain, repossess and enjoy, as in *their* first and former Estate; any Thing in these Presents contained to the Contrary hereof notwithstanding. AND it is mutually COVENANTED and agreed between the Parties aforeaid, and their 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 aforeaid of the first part, *their* Heirs or Assigns, or any of them, into the said Farm, Land and Premises hereby demised, or mentioned to be demised, or any of them, and into every Part, or any Part or Parcel thereof, to ENTER AND DISTRAIN, and the Distress and Distresses then and there found and taken, to lead, drive, chase, take or carry away, impound, and to dispose thereof, until the said Rents and all the Arrearage thereof (if any shall be) unto the Party aforeaid of the first part, *their* Heirs and Assigns, be fully paid and satisfied; Or, in Lieu and stead of a Re-entry, or Distraiture, it shall be in the Election of the Party aforeaid of the first part, *their* Heirs or Assigns, to bring Suit of Action against the Party aforeaid of the second part, *his* Heirs and Assigns, in a summary Way, to recover the said Rents, and all Arrearages thereof, with Costs of Suit, until all be paid and satisfied. AND the Party aforeaid of the second part, for *himself* his Executors, Administrators and Assigns, shall keep and preserve for *their* own Use, and which *they* or either of them shall have a Mind to dispose of. PROVIDED ALWAYS, that the Party aforeaid of the first part, *their* Heirs or Assigns, or some Person or Persons by him or them for that Purpose appointed, be then living or s. AND ALSO, it is COVENANTED as aforeaid, that in Case the Party aforeaid of the second part, *his* Executors, Administrators or Assigns, shall be minded and desirous to dispose of the said Farm, Land and Premises herein before demised, or any Part thereof, with the Appurtenances, the *the* or Nurseries, Dung or Dung-hills, which are or shall be deemed Parcel of the said Farm; that then the Party aforeaid of the second part, *his* Executors, Administrators or 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 aforeaid of the first part, *their* Heirs and Assigns. AND shall *their* Heirs and Assigns, and shall not, nor will not, sell the same, but first have Leave under the Hand and Seal of the Party aforeaid of the first part, *their* 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 aforeaid of the second part, *his* Executors, Administrators or Assigns, shall use in *his* or their Family, at the GRIST MILL of the Party aforeaid of the first part, *their* Heirs and Assigns, paying the TENTH PART, for the Toll of Grinding; which Time of Grinding shall begin so soon as the Party aforeaid of the first part, *their* Heirs or Assigns, shall have a Grist Mill built, and in good Repair, upon the Tract or Patent, within ten Miles of the above demised Premises.

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

The description of the boundaries of part
John White Jan.
of the above premises is wrote on the margin
Spencer Bath Esq. & John
before the Executing thereof. Also the words at
the bottom in the margin are contained

Henry Beckman
Gertruyd Beckman

Exhibit No. 6

Whereas I Pierre Van Cortlandt conceive that as my will now stand
This Lease will be deemed Personal Estate, and where as it all ways was
Intention and also the Request of my deceased Aunt Gortruyd Beckman to
Leave the Reversion of the within Lease to my son Gilbert after the decease
of my loving wife Joanna, This therefore is to certify whom it may concern
that I Pierre Van Cortlandt for and in consideration of the Natural Love and
affection that I have and bear unto my said son Gilbert do hereby after the
decease of my said loving wife Joanna, fully clearly and absolutely give
Over unto my said son Gilbert Van Cortlandt his heirs and assigns All
Right Title Interest Claim and demand whatsoever to the said within
Lease, and Further I do hereby Order and direct that my said loving
wife Joanna shall have and be intitled to the whole Income of this
Lease as long as she shall live without any Let or Hindrance
what so ever, In Witness Whereof I the said Pierre Van Cortlandt ha
ve unto set my hand and Seal this 2 day of January in the Year
our Lord, 1784

Sealed and Signed
in the Presence of

Pierre Van Cortlandt

Catharine Van Dyke

Gornelia Beckman

Ann Van Cortlandt

Westchester County ss On the second day of July One thousand Eight hundred and
forty four, before me came Gornelia Beckman of the town of Mount Pleasant in said
County, a subscribing witness, to the above Assignment of Lease with whom I am
personally acquainted, who being by me duly sworn, did depose and say
that she resides in the town of Mount Pleasant aforesaid, that she knows Pierre
Van Cortlandt, the person described in, and who executed the above assign-
ment of Lease, that he acknowledged he executed the same, and that the
said Gornelia Beckman subscribed her name as a witness thereto

Stanley Warrington

Justice of the Peace

a copy of the

of the
Gortruyd Beckman
1773

No. 5.
April 6, 1844
M.C.

Peter v. c. 2^d Circuit

Westchester

Pierre Van Cortlandt

Exhibit No. 5.

April 6, 1844.

J. W. Warrington

Justice of the Peace

Submitted to the Court, ss
April 6, 1844
J. W. Warrington
Justice of the Peace