

h. l. l. l.
L. O. C.
1029

Benjamin Clarke

THIS Indenture

Made the tenth 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, BETWEEN Henry Beckman Esqr. of the

City of New York and Governor of his Wife of the first Part, and Ebenezer Clark of the second Part, 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, hath Demised, Bargained, Enfeoffed, Set, and to Farm let, and by these Presents, Dorn 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, Lying in the manner of Cortlandt

Described in the general Cart or map of P. manner Patent by Lot Number Eight Near Bedford being fallen to the Reverend of P. Said above mentioned Governor. Now what is hereby in tended to be Leased Lay, and is Part of the above great Lot N. 8. (to wit) the South westerly farm on the South west angle of said great Lot to Begin at the South west Corner of the farm Leased to Abiel Bruster thence a Longe of P. farm Easterly to the middle line being fifty nine Chains thence South westerly to Bedford New P. intended Line thence by P. Line westwardly to the South west Corner of P. farm thence North ward fifty five Chains to the first Station Containing three hundred and thirty two acres three quarters and sixteen Rods according to the Survey of Mr. Pier V Cortlandt Esqr. and marked on his Cart as farm (N. C.) Relation there unto being had will make it more Plainly appear at Large

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, h. l. Executors, Administrators and Assigns, for and during the Term of the Lives of Ebenezer Clark

Ebenezer Clark his Son and Nathaniel Nicoe his grand son and the Life of the longest Liver of them, from the Day before the Date of these Presents; to the proper Use, Benefit and behoof of the Party aforesaid of the second part, h. l. Executors, Administrators or Assigns, YIELDING AND PAYING THEREFORE, during the Continuance of this present Lease, Yearly, and every Year, unto the Party aforesaid, of the first part, h. l. Heirs or Assigns, the Yearly Rent of five Pounds ten Shillings

of the Farm hereby demised, and in proportion for the same quantity thereof, to be delivered and paid by the Party aforesaid of the second part, h. l. Heirs or Assigns, on the first Day of every Month of May, Yearly; TOGETHER, with one Couple of live fat Hens; at such Store-house or Place to be delivered, within ten Miles from the above demised Premises, and to such Person, as the Party aforesaid of the first part, h. l. 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

from the Date hereof; which Rent is to be paid without any Deduction or Abatement of or for any Manner of Taxes, 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. l. 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, h. l. 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 or Oxen, as in such Case is reasonable, and that in such Manner, and at such Time and Place within ten Miles of the hereby granted Premises, as the Party aforesaid of the first part, h. l. 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 five Pounds ten Shillings

of good sweet merchantable Winter Wheat, or one Couple of live fat Hens, as aforesaid, or the one Day's 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, h. l. 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 express'd, on h. l. or 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 demised, or intended to be 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, h. l. 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, repossess and enjoy, as in h. l. 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 the Days and Times above appointed for the Payment thereof; it shall be lawful to and for the Party aforesaid of the first part, h. l. 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. l. Heirs and Assigns, be fully paid and satisfied: AND ALSO, it is further mutually 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. l. Heirs, Executors, Administrators or Assigns, in Lieu and Stead of a Re-entry, or Distrainure, as aforesaid, to bring Suit of Action for the Recovery thereof, from the Party aforesaid of the second part, h. l. 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 Arrears thereof, with Costs of Suit, until the Party aforesaid of the first part, h. l. Heirs and Assigns, be fully paid and satisfied: AND it is further covenanted, That the Party aforesaid of the second part, h. l. Heirs and Assigns, shall and will, from Year to Year, first offer and give unto the Party aforesaid of the first part, h. l. Heirs and Assigns, the Refusal of buying of all such Grain and Corn, as the Party aforesaid of the second part, h. l. Heirs, Executors, Administrators or Assigns, shall have a Mind to dispose of: Provided the Party aforesaid of the first part, h. l. Heirs or Assigns, or some Person for that Purpose, be appointed, and abiding within ten Miles of the demised Premises. AND also, in Case the Party aforesaid of the second part, h. l. Heirs and 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, Dunghill, which shall be deemed parcel of the said Farm; that then the Party aforesaid of the second part, h. l. 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. l. 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. l. Executors, Administrators or Assigns: And also, shall and will, from time to time, bring and grind all such Grain and Corn as the Party aforesaid of the second part, h. l. Heirs or Assigns, shall use in his or their Family, at the Grist-Mill of the Party aforesaid of the first part, h. l. 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, h. l. 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. l. 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 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. l. Heirs or Assigns, shall not, by themselves or procurement, fall any Tree or Trees on the demised Premises, for the Browning 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. l. self or privily, suffer any Wood to be disposed, or burnt into Coal, for Furnace, Forge or Bloomery Use; or shall the Party aforesaid of the second part, h. l. 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. l. 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. l. Heirs or Assigns, on Default made by the Party aforesaid of the second part, h. l. 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. l. Heirs or Assigns, in Manner following, that is to say, if the Party aforesaid of the second part, h. l. Heirs or Assigns, shall well and truly pay, or cause to be paid, unto the Party aforesaid of the first part, h. l. 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. l. Heirs and Assigns, shall again have, repossess 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 further it is agreed that four Pound ten Shillings being Paid yearly Shall discharge the Rent untill the year of our Lord one thousand seven hundred & Seventy

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

Nathaniel Miller
Abiel Miller

h. l.
Ebenezer Clark
mark

Elon & or Clark his lease
Dated June 10th 1761 fifty years
Rent to be paid 1st of May 1762