

made the thirteenth Day of May in the thirteenth 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. Anne, Domini, One Thousand seven Hundred and forty five BETWEEN Edm: Boscawen of Marlborough in the County of Wilts and Catharine his wife Last, Aunt of Boscawen, present in Boscawen's Right in Dutchess County and of the Second Part, WITNESSETH, That the Party aforesaid of the first part for and in Consideration of the Rights 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 granted, bargained, entailed, demised, set, and to Farm let, and by these Presents DOth grant, bargain, entail, demise, set and to Farm let unto the Party aforesaid of the second part His Executors, Administrators and Assigns, ALL THAT certain Farm of Land, situate lying and being in Dutchess County, bounded and described as follows, to wit Beginning at a Monument of Stone and a Stake shown on the oblong Line and thence from thence west Northward with North Eight and thirty five Chains and a half to the first North Ten Mile River then North forty Degrees west twenty Chains, then North five Degrees East six Chains and fifty links then East fifty Chains to the Ten Mile River, then North twenty Degrees East thirty five Chains along the Ten Mile River North twenty five Degrees East, Ten Chains to the oblong Line then along said oblong Line South twelve Degrees and thirty Minutes West thirty seven Chains to the first Station containing four hundred Acres according to the Survey of Mr. Henry A. Foster

TOGETHER with all and singular the Woods, Under woods, Trees, Ways, Passages, Waters, Water Courses, (the Erecting any Mill or Mills thereon excepted) 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 WAYS, to the party aforesaid, of the first part, their Heirs and Afflins, all Mines, Minerals and Oars, within the above demised Premises, with free Ingrefs, Egrels and Regrels there unto, and with Power to teach 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 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 rendred useles; to the Party aforesaid of the second part, their Executors, Administrators or Afflins, by such Erecting, Building, Digging and Turning up of the Ground, Ingrefs and Egrels, there shall be so much deducted and defalked, out of the yearly Rent to be reserved, as is in Proportion, to the Acres of the whole Farm aforesaid, during the Term, that it is so encumbered and rendred useles. TO HAVE AND TO HOLD, the Farm Land and Premises, herein b-fre demised, with their and every of their Appurtenances, (SAVING, RESERVING AND EXCEPTING AS AFORESAID) unto the party aforesaid of the second part, his Executors, Administrators and Afflins, for and during the Term of the Lives of him the said Lordy Shant his wife Elliv Shant and his daughter Susan

b fore the Day of the Date of these presents; TO the proper Use, Benefit, and Behoof of the Party aforesaid of the *second part* h Executors, Administrators or Assigns, during the Term aforesaid YIELDING AND PAYING therefore yearly, during the Term of *Five* Years, to commence from the Day before the Day of the Date hereof, unto the Party aforesaid of the *first part*, *their* Heirs or Assigns, the yearly Rent of *Two* Couple of live fat Hens, in the Month of *January*. AND ALSO YIELDING, RENDRING AND PERFORMING, to the Party aforesaid of the *first part*, *their* Heirs or Assigns, *One Day Work*, yearly, with a *Waggon, Sled or Plow*, and an *able Man* to drive, with *Horses or Oxen*, to perform as in such Cales is reasonable; and that in such Manner, and at such Time, and Place, yearly, within *Twelve* Miles of the demised Premises, as the Party aforesaid of the *first part*, *their* 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 *Five* Years aforesaid, YIELDING, RENDRING AND PAYING, yearly and every Year, during the Term aforesaid, unto the Party aforesaid, of the *first part*, *their* Heirs or Assigns, NOT ONLY the said *Two* Couple of live fat Hens, and the said *Days Work*, to be performed as aforesaid, BUT ALSO an additional yearly Rent of *fourty* Bushells of *Good Sweet Merchantable Winter Wheat* and the Life of the longest Liver of them 'from the Day

for the said Farm, Land and premises, by these Presents demised; and that upon the *Twenty fifth* Day of *March* yearly at which Convention *Store House* place *being on the east side of the first part there be a place* shall from time to time appointed *Leased within* *fourty* miles of the Premises; **PROVIDED ALWAYS**, and these Presents are upon this **CONDITION**; That if the said yearly Rent of *Two* Couple of live fat Hens, or the additional yearly Rent of *fourty* Bushells of *Wheat*

for 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 aforesaid, for rendering, paying or performing the same as aforesaid, OR if the party aforesaid of the second part, or ~~the first~~, do not take Possession of, and improve the Farm aforesaid, within Six Months after the Date hereof; OR if ~~the said~~ *Robertson* his Executors, Administrators or Assigns, shall leave the Possession, and desist improving thereof, for the Space of Six Months together; OR if the party aforesaid of the second part ~~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 aforesaid of the first part, ~~their~~ Heirs and Assigns, unto 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 POSSESS AND ENJOY, as in ~~Manner~~ *first* and former Estate, any Thing in these presents contained, to the contrary thereof, notwithstanding, AND it is mutually COVENANTED and agreed between the parties 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 aforesaid of the first part ~~their~~ Heirs, or Assigns, or any of them, to enter 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 DISTREIN the Distresses and Distresses, then and their 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 aforesaid of the first part ~~their~~ Heirs and Assigns, be fully paid and satisfied. And the party aforesaid of the second part, for ~~himself~~ *his* Executors, Administrators and Assigns, and for every of them, doth COVENANT promise, grant and agree, to and with the party aforesaid of the first part, ~~their~~ Heirs and Assigns, and to and with every of them by these presents, in Manner and Form following viz. THAT the party aforesaid of the second part ~~his~~ Executors Administrators and Assigns, shall and will from Year to Year and so every Year hereafter, first offer and give unto the party aforesaid of the first part ~~their~~ Heirs and Assigns, the Pre-emption, or Refusal of buying of all such Grain and Corn, as the party aforesaid of the second part ~~his~~ 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 aforesaid of the second part ~~his~~ Executors, Administrators and Assigns, shall keep and preserve for ~~his~~ of own Ufe, and which ~~Robertson~~ or either of them shall have a Mind to dispose of. PROVIDED ALWAYS, that the party aforesaid 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 abiding within ~~Twenty Miles~~ *fourty* Miles of the demised Premises. AND ALSO, it is COVENANTED as aforesaid, that in Case the party aforesaid of the second part ~~his~~ 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 Doughlands, which are or shall be deemed parcel of the said Farm, that then the party aforesaid 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 aforesaid of the first part, ~~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 aforesaid 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 aforesaid of the second part ~~his~~ Executors, Administrators or Assigns, shall use in ~~in~~ *in* their Family, at the GRIST MILL and at all Times hereafter, bring and GRIND, all such Grain, as the party aforesaid of the second part ~~his~~ Executors, Administrators or Assigns, shall use in ~~in~~ *in* their Family, at the GRIST MILL and at all Times hereafter, pay the TENTH PART for the Toll of Grinding, which Time of Grinding shall begin so soon as ~~the day whereon the said party aforesaid of the first part shall have or assign~~ *the day whereon the said party aforesaid of the first part shall have or assign*

IN WITNESS whereof the Parties to these present Indentures have interchangedly set their Hands and Seals, the Day and Year first above written.

Sealed and delivered in
the Presence of

Isaac Kip
James Livingston & Co

Genl. Hunt

BE IT REMEMBERED, That on the *thirteenth* Day of *May* Anno Domini, One Thousand Seven Hundred and *fourty five* SOLEMN LYVRY and SEIZEN, of the Premises was given by the above *Robert Gascoigne* to the above *James Gifford* TO HOLD upon the Conditions, and according to the Form of the above Indenture, in the Presence of *the Subscribers* hereunto.

Endowed in the 3rd year
Lewis Hunt land

Lewis Hunt Three Acres
400 Acres -

Lewis Hunt