

This Indenture, made the first day of September One Thousand Eight hundred & forty one, Between, Pierre Van Cortlandt of Cortlandt Manor House, of the first part and Joseph Bailey of Yorktown of the second part, Witnesseth, That the said Pierre for and in consideration of the Rents, Covenants and agreements hereafter mentioned and contained on the part and behalf of the said Joseph, his heirs executors, administrators or assigns to be kept paid and performed, Hath granted, demised and farmed, and by these presents Doth grant demise and farm let unto the said Joseph his heirs executors administrators or assigns, A certain Mill seat on the Northwest side of the Croton River, known as the site of the old Mill, opposite the Island at the head of tide Water in the said River together with the small lot or close of Land in the hollow between the Road and the River extending Northwardly from the Cedar in the Gully in front of this house in which Dr Cook now lives, to the site of the Dam lately carried away across the said River - To have and to hold the above mentioned and described premises with one half of the Water of the Croton River, or one half of the Water of said River as may remain and flow therein after the supply for the City of New York by the City Aqueduct shall have come into operation / all right to the Water taken by or for the City or compensation therefor being reserved by and to the said Pierre, and excluded from this lease / The quantity of Water being intented by this lease to be considered as prospective, not present, and reserving also the right of the Cortlandt family estate on the southeast side of the river, To be drawn from a Dam to be raised by the said Joseph at or near the site of the former Dam, so as not to tail the Water back beyond an abutment as it originally stood to the Bridge called Quaker Bridge in the time of the late Lieut. Genl. Van Cortlandt - to the said Joseph his heirs executors administrators or assigns, from the date hereof, for and during the full term of Two Years next ensuing, yielding & paying therefor unto the said Pierre his heirs executors or administrators yearly and each year / by semi annual payments / the sum of Fifty Dollars lawful money. Provided nevertheless that at the end and expiration

of the aforesaid term of Two Years, the said Joseph his heirs executors administrators or assigns, may at his or their own option continue to hold, use and occupy the said premises with the Dam and Water right aforesaid, and such buildings as may be erected thereon and every part thereof with the appurtenances, for a further term of Five Years from the last named term of two years, paying to the said Pierre his heirs executors or administrators, yearly and every year for the same the full sum of One hundred and fifty Dollars, by equal semi annual payments, and further that the said Joseph his heirs executors or administrators may in like manner at the end and expiration of the said term of five years last mentioned continue to hold, use, and occupy the aforesaid premises and Water right and every part and parcel thereof for another and further term to wit, of Seven Years therefrom, paying Yearly and every year to the said Pierre his heirs executors or administrators the full sum of Three hundred Dollars lawful money by equal semi annual payments; Provided always That if the Rents above reserved or any part thereof shall be behind or unpaid when due, or if default shall be made in any of the covenants herein contained on behalf of the party of the second part his heirs executors or administrators or assigns to be kept, paid or performed, the said Pierre his heirs executors and administrators may enter and upon the said demised premises, reenter, repossess and again enjoy as his or their first and proper estate. And the said Joseph for himself his heirs, executors, administrators or assigns Doth covenant and agree to and with the said Pierre his executors heirs or administrators, that he or they shall and will truly pay or cause to be paid the said yearly rent in manner limited and prescribed without any deduction fraud or delay, and the said Joseph for himself his heirs executors administrators or assigns covenants and agrees, he or they will restrain as much as in him or them lies, the Workmen or others in his or their employ from doing any injury or annoyance to the said Pierre or his property lying in and about the neighbourhood of the said demised premises, and will pay for any and all damage they or any of them may do or cause to the said Pierre his heirs executors or administrators, upon

proof thereof. And that at or on the last day the said term or other sooner determination at either of the intermediate terms before mentioned of the Estate hereby granted the said Joseph his heirs executors administrators or assigns, shall and will peaceably and quietly leave, surrender and yield up to the said Pierre or his heirs the said demised premises with the buildings erected thereon the timber for which or any part thereof shall have been found or given by the said Pierre, and the Dam and Flume in as good state and condition as reasonable use and wear thereof will permit from the trade carried on therein of Rolling and Wire drawing And the said Pierre covenants for himself his heirs Executors and administrators, that the said Joseph his heirs or assigns shall and may quietly hold use and occupy the said premises and appurtenances without let, suit or molestation, for and during the term before named or part or all of the said terms, and that the said Joseph his heirs or assigns may remove at the end of the said term or either of the before named terms the Machinery and other erections put up at the sole expense of the said Joseph his heirs or assigns, but so as not to destroy or injure in any way the buildings that are to belong to the said Pierre or any part thereof. And further that the said Joseph shall have the privilege of removing any and all obstructions to the navigation of the said River as formerly used to be — a Bridge only excepted — And the said Joseph further Covenants that he will not assign this lease without the consent of the said Pierre first had and obtained except to his two Brothers John or Abraham and his Father nor shall any assignment be made by them or either of them without such permission from the said Pierre

In Witness whereof the said Parties have set their hands & Seals,

Sealed & delivered in the presence of

Geo Martwright

Joseph Bailey

In Consideration of the letting of the premises afore-
mentioned and described, and for the Sum of One
Dollar. We hereby become Surety for the punctual
payment of the Rent and performance of all and
singular the Covenants in the aforewritten lease
mentioned to be paid done and performed by the within
named Joseph and if any default shall be made
therein We do hereby ~~and~~ agree to ^{pay} unto the within named
Pierre such sum or sums of money as will be
sufficient to make up such deficiency or damage
and fully satisfy the conditions of the said lease
without requiring any notice of non payment or proof
of demand being made

Given under our hands and seals the day and year
within written
Witness

John Bailey
Ab.

Geo. M. Cartwright

Abraham Bailey