

Articles of agreement made & entered into
this third day of July in the year one
thousand eight hundred and forty eight
Between Stephen D Beckman Executor of the
last Will and Testament of Gerard G
Beckman dec^d of the First part and
Francis B Bayles of ^{the Town & County of Westchester}
of the second part. ^(as follows) The said party of
the ~~first~~ ^{second} part hereby agrees to sell
and convey unto the said party of
the second part, and the said party
of the second part hereby agrees
to purchase at the price of seven ~~hundred~~
Thousand Dollars to be paid as herein
after mentioned. More two plots
or portions of the Real Estate ^{owned by} of the
said Gerard G Beckman at his death
situate in the Town of Mount Pleasant
in the County of Westchester which are
designated on a Map of said Estate made
by Andrew Findlay Surveyor and
dated March 1848 by the Numbers
(15) fifteen and (16) sixteen, which adjoin
each other, and are each designated as a
Valuable Quarry. No 15 contains Acres $\frac{80}{100}$ &
No 16 - Six acres & $\frac{80}{100}$, said Two Plots are
together bounded on the south by the New
Road, laid out by said Executor from
the Post Road to the Campbell & Bishop
Dock on the Hudson River across the
Beckman Estate on the West by the
Hudson River on the North by Lot
No 17 on said Map and on the East
by the New Road laid down on
said Map as the "Quarry Road"

excepting and reserving out of the same. The Track of the Hudson River Rail Road as laid down on said Map and as heretofore conveyed by said Executor to the Hudson River Rail Road Company, but giving & granting in the above described parcels of land all the legal authority as ought to compel said Rail Road Company to extend the Quarry Dock & perform their various liabilities to the owner of said two Plots of ground as the said party of the first part conclude required of said Company also excepting and reserving to the owners thereof all the buildings & shanties now standing or heretofore erected on said lands, and also all quarried stone thereon with a reasonable time to remove the same from said premises not exceeding fifteen days from the 4th day of July Instant. For which two Plots of ground the said Francis B Bayles hereby agrees to pay to the said Executor within ~~three~~ ^{ten} days from the date hereof the sum of Fourteen Hundred Dollars in cash. The remaining five thousand six hundred Dollars to be paid on the 1st day of November next either in cash or partly in cash or in a Bond & Mortgage on said premises to said Executor

drawing 6 per cent per annum
 interest from the 1st day of Nov
 1848 and ^{the principal} payable on or before the
 1st day of May A.D 1851 with liberty
 to pay at any time not less than
 five hundred dollars of the principal
 at a payment on said Bond
 & Mortgage. And it is mutually agreed
 between the parties to this contract
 that the said party of the second ^{part}
 shall within ~~Six~~ Months from
 the Date hereof erect or cause to be
 erected a permanent sufficient
 stone Wall on the North line of the
 two plots of ground above
 described where it adjoins the
 third Quarry Lot. and said Executor
 hereby agrees. that when he sells the
 lands adjoining on the North to the
 premises hereby conveyed he will
 require & compel the purchaser
 thereof to pay to the said Francis
 B Bayler one half the full Cost
 or value of said line fence so
 made by him as aforesaid and
 said Executor agrees to fence said
 Quarry Road on both sides along
 the Easterly side of the two Plots
 of ground above conveyed And
 it is further mutually agreed between
 the parties to this contract. That all
 and singular the stipulations &
 covenants herein contained shall
 apply to & bind the heirs Executors
 Administrators Successors & assigns

of the Respective parties and that
 on the first day of November ^{next} on the
 payment to the said Executor as
 aforesaid of the consideration
 of seven thousand Dollars as
 aforesaid. He will convey the above
 described premises or two Plots
 of ground to the said Francis B.
 Bayles by an Executor's deed in
 the usual form conveying a
 perfect title ^(if free sample) free from all in-
 cumbrances - except as aforesaid
 and that in case of failure by either party to perform
 - ^{in case of this contract the failing party shall pay unto the other}
 one thousand Dollars within ^{they hereby agree and for as liquidated}
 In Witness whereof the parties to
 these Presents have hereunto set
 their hands & seals the day &
 year first above Written -
 Sealed & Delivered } J D Beekman
 In the presence of } Francis B Bayles
 J N Tompkins

Berkman town July 13th 1848.

Received from Francis B. Bayles the sum of fourteen hundred
 Dollars on the above contract. J D Beekman

