

This Indenture

Made the Twelfth Day of

April in the fiftieth Year 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 six BETWEEN Co. Henry Beckman Esq^r of the City of New York and Governor of his M^{ty} John Brewer of the Manor of Cortlandt

of the first Part, and 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 Dutchess County, described as follows, the Manor of Cortlandt County of Great No³ Beginning at the Northeast corner of the farm leased to John Fields from Thomas North Two Degrees West Eleven Chains To Land leased to Mr. Daniel Laan and thence West Two Degrees South One Hundred and fifteen Chains and fifty links To the extent of said Groat Lot thence South Two Degrees East To said John Fields his North West corner from thence East by said farm as the line runs to his North East corner being the place of Beginning containing One Hundred and Twenty Six Acres

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, his Executors, Administrators and Assigns, for and during the Term of the Lives of

John Brewer and John Fields or fourteen years or 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, his 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, his Heirs or Assigns, the yearly Rent of Two Pounds Lawfull money of New York: Also forty and one days work with an able team

paid by the Party aforesaid of the second Part, his Heirs or Assigns, on the first Day of every Month of May, yearly, 4 first Payment to be made 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, his 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 of One Year 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, his Heirs or Assigns, for or on respect thereof, by any Power or Authority whatsoever: PROVIDED ALWAYS, That these Presents are upon this Condition, That if the said yearly Rent of Two Pounds or the Two fowls or Poultry of good breed mentioned above, 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 rendering, paying or performing the same, as aforesaid; or if the Party aforesaid of the second Part, his 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 his 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, his 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 his 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, his 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, his 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, his Heirs, Executors, Administrators or Assigns, in Lieu and Stead of a Re-entry, or Distraiture, as aforesaid, to bring Suit of Action for the Recovery thereof, from the Party aforesaid of the second Part, his Heirs, Executors, or Assigns, in a Summary Way, TO IMPEAD by Bill, Complaint, 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, his Heirs and Assigns, be fully paid and satisfied: AND ALSO, in Case the Party aforesaid of the second Part, his Heirs or 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, his Heirs or Assigns, 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, his 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, his Heirs or Assigns, shall use in his or their Family, at the Grist-Mill of the Party aforesaid of the first Part, his 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, his Heirs or Assigns, shall have a Grist-Mill in Repair within Six 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, his Heirs or Assigns, shall, in the first Year after 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 many 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 and planted out, and inclosed within a good Fence for their Safety. ALSO, That the Party aforesaid of the second Part, his Heirs or Assigns, shall not, by themselves or Procurement, fall any Tree or Trees on the demised Premises, for the browsing 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 himself or Privy, 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, his 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, his 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, his Heirs or Assigns, on Default made by the Party aforesaid of the second Part, his 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, his Heirs or Assigns, in Manner following, THAT IS TO SAY, If the Party aforesaid of the second Part, his Heirs or Assigns, shall well and truly pay, or cause to be paid, unto the Party aforesaid of the first Part, his 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, his Heirs and Assigns, shall again have, repofess 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:

Sealed and Delivered in the Presence of

James Lyon
John Bryson

John Brewer



John Brown

1847