

This Indenture

Made the *Sixteenth* Day of

March in the *fourteenth* 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 five* BETWEEN *John Beckman Esq. of the City of New York* and *Abiel Fuller of the Manor of Portland in Westchester County & Province of New York* of the first Part, and *Abiel Fuller of the Manor of Portland in Westchester County & Province of New York* 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 Portland Butted Round and Described as follows Viz Beginning at the North East corner of Lot No Eight Northward Running thence Westward to Lot No Ten to Adairs and house of Stony at the North East corner of Land bounded to John Weeks thence by said Weeks South Eastwardly as said Line Runs to A Crooked Walnut Tree marked adjoining to Land bounded to Isaac Frost thence Eastwardly as said Line Runs to the Delont of said Lot thence North with said Lot to the Place of Beginning containing one Hundred and Twenty five Acres or thereabouts.*

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 and Lives of *Abiel Fuller John Weeks & Sarah Weeks*

Wife of John Weeks 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, 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 Fowls, or in lieu thereof *Two Shillings*, and one Day's Labour, with a Waggon, Sled or Plough, together with a Yoke of Oxen, or Pair of Horses and a Driver, at such Time and Place within *Ten* Miles, as the Party of the first Part, his Heirs or Assigns, shall require; or in lieu thereof, at the Election of the Party of the first Part, his Heirs or Assigns, the Sum of *Seven Shillings*, and *three Pounds* per Annum, for the above demised Premises, to be delivered and paid by the Party aforesaid of the second Part, his Heirs or Assigns, on the first Day of every Month of May, yearly, 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 Date hereof: Which Rent is to be paid without any Deduction or Abatement of or for any Manner of Taxes, Duties, or other Charges.

that have been or may 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, 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 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 expressed, 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 ALSO, in Case the Party aforesaid of the second Part, his 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, 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 TEN 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 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 many of them as may happen to die, others in their Stead to be replaced, so that the Number of ONE HUNDRED like Trees at least, be complete 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 into Ashes for any Pot-Ash Work; or shall the Party aforesaid of the second Part, his Heirs or Assigns, take in or join any other Person or Person, in Conjunction, to farm on Shares, or cropping. AND ALSO, That the Party of the second Part, his Heirs and Assigns, shall give to the Party of the first Part, his Heirs and Assigns, the Pre-emption or Refusal of all Grain that he or they shall sell from off the above demised Premises, provided the Party of the first Part, shall appoint some Person to receive the same within FOURTEEN Miles of the above demised Premises. 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 LASTLY, it is further covenanted and agreed, that on every Sale or Assignment of the above demised Premises, by the Party of the second Part, his Heirs or Assigns, (with Leave as aforesaid obtained) the Party of the second Part, his Heirs or Assigns, shall pay to the Party of the first Part, his Heirs or Assigns, a *Tenth* Part of the Consideration Money for which the said Premises are so sold or assigned.

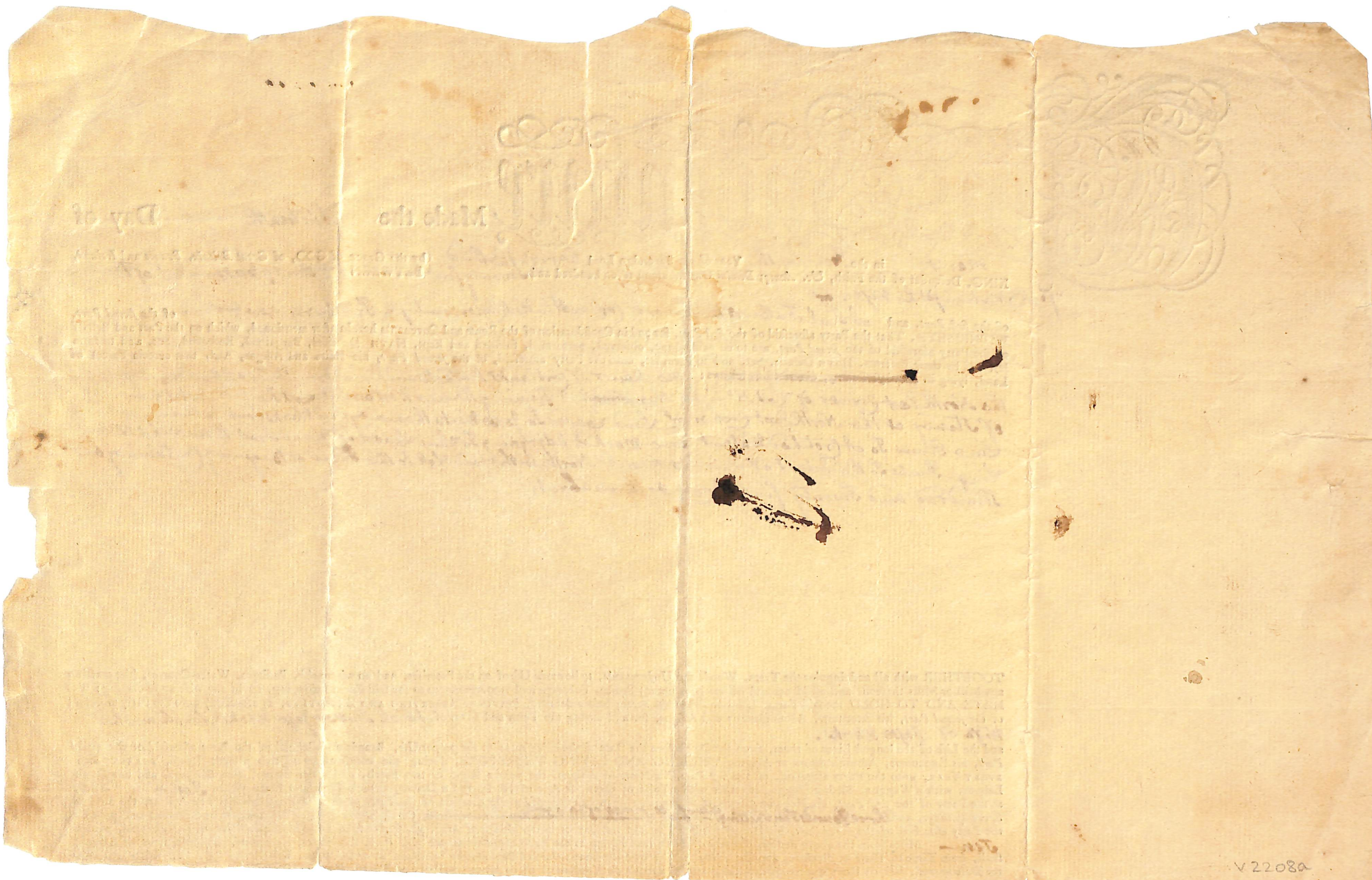
IN WITNESS whereof the Parties to these Presents have hereunto interchangeably set their Hands and Seals, the Day and Year first above written.

Sealed and Delivered
in the Presence of

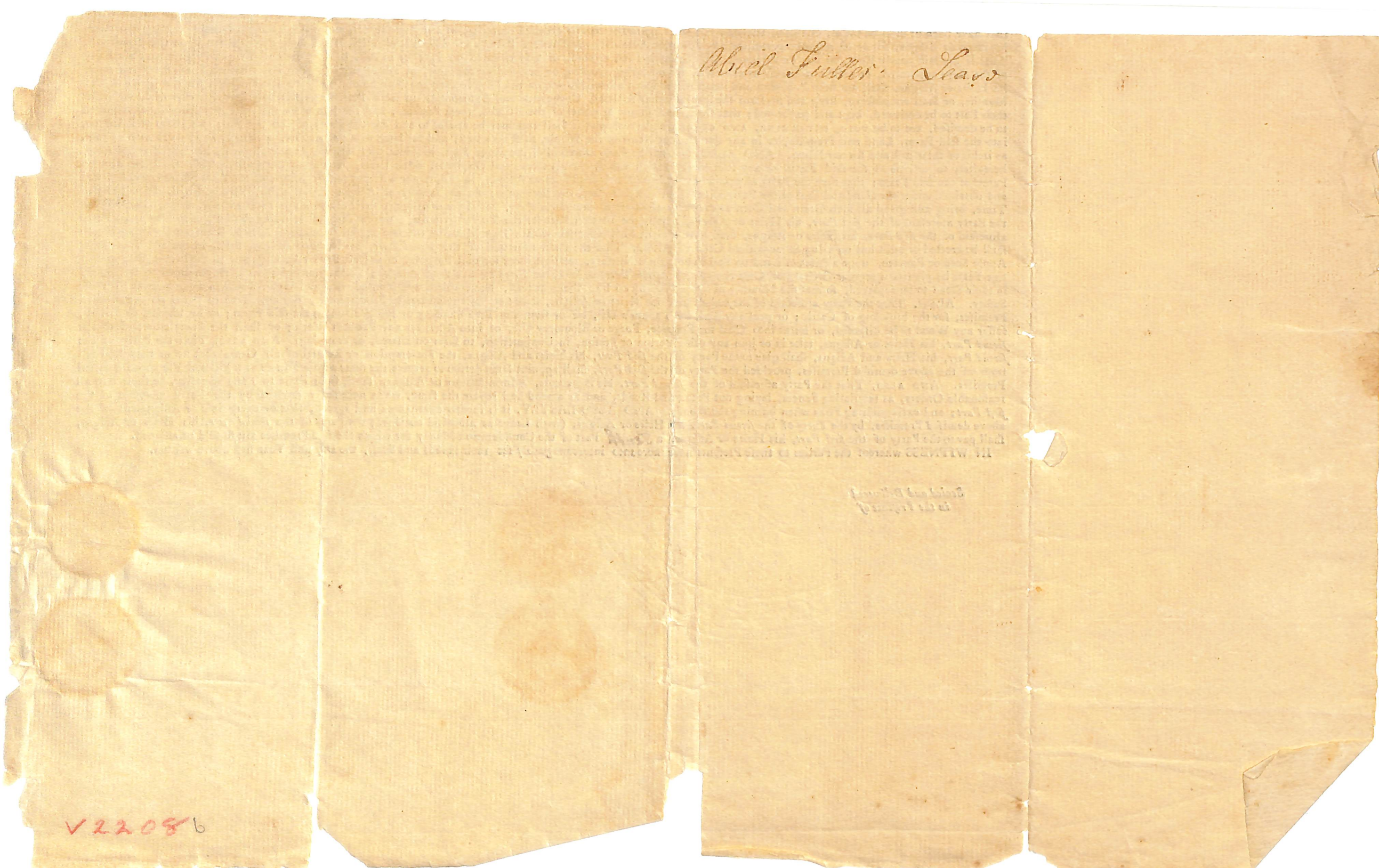
Michael Fuller

John Weeks

Abiel Fuller



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