

This Indenture

OF LEASE, Made the *Twenty Sixth* day of *October* in the year of our Lord one thousand seven hundred and ninety *One*. BETWEEN *Philip Schuyler of the City of Albany in the State of New York Esquire* of the one part, and *Josiah Root of Springfield in the County of Otsego, and State of New York Yeoman* of the other part; WITNESSETH, That the said party of the first part, for and in Consideration of the Yearly Rents, Payments, Covenants, Conditions and Reservations, herein after reserved, by the said party of the first part, and covenanted and promised to be paid, performed and kept, on the part of the party of the second part, *his* executors, administrators and assigns; HATH Leased and to Farm Letten; AND by these presents; DOTH Lease and to Farm Let, unto the said party of the second part, ALL that Farm, Piece or Parcel of Land, situate, lying and being *at Springfield in the County of Otsego and is*

known ~~by the name of Lot number Fifteen~~ *bounded as follows to wit. Beginning at the South East corner of Lot Number fourteen and running thence Westerly along the South bounds of said lot forty Chains and fifty links thence South Thirty degrees West twenty six chains to the north bounds of Lot number sixteen thence Easterly along the said North bounds to the North East corner of the said lot Number sixteen thence to the place of beginning Containing One hundred and five Acres.*

To have and to hold, the said Farm, Piece or Parcel of Land, with all and singular the appurtenances, unto the said lessee, *his* executors, administrators and assigns, for and during *the Natural life of him the said lessee Josiah Root, and the natural life of his Son Ira Root and of his Wife Experience Root during their natural lives and no longer.*

YIELDING AND PAYING therefor, unto the said lessor, *his* heirs, executors, administrators or assigns, *Twenty one Bushels of good and merchantable Winter Wheat delivered in the City of Albany.*

on the first day of February which will be in the year of our Lord one thousand seven hundred and ninety *six* and every year thereafter, on the first day of February in each year. And the said lessee, for *himself his* executors, administrators and assigns, DOTH covenant, promise, grant and agree, that *he* or they, or some or one of them will, from time to time, during the continuance of this lease, duly pay or cause to be paid, the yearly rent above reserved, at the days and times above mentioned, and in manner aforesaid: AND WILL ALSO, well and truly discharge and pay, all taxes, charges or assessments, ordinary or extraordinary, taxed, charged or assessed, or which may hereafter be taxed charged or assessed, to or upon the said hereby leased premises, or upon any part or parcel thereof, or upon the said lessor *his* heirs, executors, administrators or assigns, by any act of the legislature whatsoever, or by country rates, or otherwise howsoever, for or in respect of the said premises or any part thereof, and indemnify the said lessor, *his* heirs, executors, administrators and assigns, from or against any damage, to which *he* or they may be put to, by neglect of the due and punctual discharge of the same. And the said lessee, for *himself his* executors, administrators and assigns, DOTH ALSO, covenant, promise grant and agree, that whenever *he* or they shall incline, or be by law, or otherwise obliged, to sell, rent, set over, assign or otherwise to dispose of *his* or their interest in the premises, or in any part or parcel thereof, that then and in that case, *he* or they, or some or one of them, shall make the first offer thereof unto the lessor, *his* heirs, executors, administrators or assigns; notifying and declaring in writing, what *he* or they will take for the same; and if the said lessor, *his* heirs, executors, administrators or assigns, do not take it, at the price required for the same, after deducting therefrom any arrears of rent, which may then be due; that then *he* or they shall, within twenty-one days from the time of such notice being actually so given, and on the further application of the said lessee, *his* executors, administrators or assigns, grant a permit to *him* or them to sell, assign or rent *his* or their interest in the premises. PROVIDED ALWAYS, That every sale, renting or otherwise disposing of the premises, or any part or parcel thereof, shall be void and to all intents and purposes of none effect, and the premises revert to the lessor, *his* heirs, executors, administrators or assigns, such permit, or any thing herein contained notwithstanding; unless the seller or purchaser shall before such sale, well and truly pay unto the said lessor, *his* heirs, executors, administrators or assigns, The arrears of rent then due. AND the said lessor, for *himself his* heirs, executors, administrators and assigns, DOTH ALSO save and reserve out of this present grant, all mines, and minerals, that now are or may be found on the premises hereby leased; and also, all creeks, kills, streams, and runs of water, and as much ground, within the same premises, as *he* or they may think requisite to appropriate, at any time hereafter, for the erection of mills, mill-dams, and any works and buildings whatsoever, for the convenient working of the said mines, or for the use of the said mills; and also, all lands that may by the said dams be overflowed with water; and also, all such wood, fire-wood and timber, as *he* or they may think proper to use in building, repairing and accommodating the said mills, or in working the said mines; with liberty to the said lessor, *his* heirs, executors, administrators or assigns, and *his* or their servants, to dig, trench and use the ground, for either of the said purposes; and to pass and repass through the said premises, with *his* and their horses, cattle, carriages and servants, and to lay out roads therefor. PROVIDED ALWAYS, That *he* or they allow such proportion of the rent, as amounts to the land so by *him* or them occupied; And it is further conditioned, on the part of the said lessee, That neither the said lessee, or *his* executors, administrators or assigns, or any of them, shall or do at any time hereafter, erect, or permit or cause to be erected, any mill or mill-dam, or any other work or building whatsoever, upon any kill, creek, stream or run of water within the premises hereby leased; and further, That neither *he* or they shall, at any time hereafter, commit any waste. AND the said lessee, for *himself his* executors, administrators and assigns, DOTH FURTHER covenant, grant and agree, That neither *he* or they will give or cause to be given any manner of let or obstruction whatsoever to the said lessor, *his* heirs, executors, administrators or assigns, to *his* or their prejudice, in the full enjoyment of all the rights, titles and privileges saved to *him* or them, by the savings, exceptions, and reservations, before in these presents above mentioned. PROVIDED ALWAYS Nevertheless, and this Indenture of Lease is given on these further express conditions, That if it shall so happen, that the rents above reserved or any part thereof, shall be behind and unpaid, by and for the space of Forty Days next after the said days of payment, whereon the same ought to be paid, that then and in such case, it shall and may be lawful, to and for the said lessor, *his* heirs, executors, administrators or assigns, at *his* or their option to prosecute for the same in any court of record, or by *his* or their servant or servants, bailiff or bailiffs, into the whole or any part of the premises to enter, and there to distrain, and the distress so taken, to lead, drive and carry away, and the same to expose to public vendue; and out of the monies therefrom arising, to deduct the rent then due and in arrear, and the costs of distress and sale, and the overplus, if any there be, to return to the said lessee, *his* executors, administrators or assigns; But if no sufficient distress can be found on the premises, wherewith to satisfy the rent so due and in arrear, or in case that the said lessee, *his* executors, administrators or assigns, shall not perform, fulfil, abide by and keep all and every of the other covenants and conditions, herein covenanted and conditioned to be kept, performed, fulfilled and abided by, by *him* or them, that then, and in each of the said cases, it shall thenceforth be lawful, to and for the said lessor, *his* heirs, executors, administrators and assigns, into the whole of the said premises hereby granted, or into any part, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as *his* or their former estate; This Indenture, or any thing herein contained to the contrary thereof, notwithstanding.

IN WITNESS whereof, the parties to these presents, have hereunto interchangeably set their hands and seals, the day and year first above mentioned.

SEALED and DELIVERED, }
In the PRESENCE of }

Peter Doeg
William Robertson

Ph. Schuyler

Josiah Root

N.B. Ten acres on the north of this farm were sold by the
Tennants to Hannam & Padden & the same have been
at his request & for \$150 conveyed to Richard Padden his
son - Nov 15. 1831 R.P.

Received New York. November 20. 1845 of Robert Schuyler
and George L. Seymour Juniors under the last will and
Testament of Philip J. Schuyler deceased, a Conveyance
in fee simple, of the within described land and premises
(excepting therefrom the abovementioned Ten acres sold
and conveyed to Richard Padden) subject to the
existing term, if any there be, of the within
Indenture of Lease - and I also hereby certify
and declare that I am the owner of the Term
yet unexpired ^{which I hereby surrender} of said Indenture declared
that to the best of my knowledge and belief
two of the lives named in said Indenture, are
now outstanding - and also that I am now
in full possession of said premises in as
full and simple manner as the same are
set forth, devised and conveyed in the
said Conveyance which I have this day
received from them, dated 19. November 1845.

Witness my hand and seal the day
and year first above written -

John Root



Attest
To the Hon. Secy of the
Genl. Land Office
Feb. 26. 1846
That not payable
Feb. 9. 1846
21. Bunker's Island
East of N. 10. 15
Springfield