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Lib. C. 6. 13

Isaac Frost

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This Indenture

Made the Twenty ninth Day of January in the Thirteenth

Year of the Reign 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 three BETWEEN Henry Beckman Esq; of New York & Gertruyd Beckman his wife

Isaac Frost of the Manor of Cortlandt in West Chester County yeoman

of the first Part, and

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, H A H granted, bargained, enfeoffed, demised, set, and to farm let, and by these Presents DO H grant, bargain, enfeoff, demise, set and to Farm let unto the Party aforesaid of the second Part, his Executors, Administrators and Assigns, ALL THAT certain Farm of Land, situate, lying and being in West Chester County, butted, bounded and described as follows, viz. Situate & Lying in the manor of Cortlandt, being part of a Certain Lott of Land, Distinguished

and known in the map of said Manor, by the name of Lott N. Eight, it being the middle farm on the East Side of said Lott, Beginning at the North East Corner of Abiel Brusters farm, running thence Easterly as the Line runs by fullers farm to the East side of said Lott, Then Southwardly to the farm of Samuel Miller, Then West to the Corners of the farms belonging to the aforesaid Bruster & Ebenezer Clarke; Thence Southwardly along the East side of d Brusters farm to the Place of Beginning Containing Three Hundred & Eighty five acres as p a survey made by Piere Van Cortlandt Esq; being Marked on his Map N. G. Where it will appear more plain

TOGETHER with all and singular the Woods, Under-woods, Trees, Ways, Passages, Waters, Water-Courses, Profits, Feedings, Commodities, and Appurtenances whatsoever, to the said Farm, Land and Premises, with the Appurtenances belonging, or in any Wise appertaining. SAVING, RESERVING AND EXCEPTING ALWAYS, to the Party aforesaid, of the first Part, their Heirs, and Assigns, all Mines, Minerals, and Ores, within the above demised Premises, with free Ingress, Egress and Regress thereunto, and with Power to search for, dig and turn up the Ground, and to carry off or Manufacture the Ore thereon: With Power to erect Mills, Dams and other Erections and Buildings, proper for stamping, melting, or otherwise manufacturing and preserving the Ores within the demised Premises: Together with necessary Timber, Fire-wood, Stone, and all other Materials, to be found upon the Premises, that may be useful for the Purposes aforesaid. BUT it is hereby PROVIDED, That for the full Proportion, or as many Acres of Land, as shall be encumbered and rendered useless, to the Party aforesaid of the second Part, his Executors, Administrators or Assigns, by such erecting, building, digging, and turning up the Ground, Ingress and Egress, there shall be so much deducted and defalked, out of the yearly Rent hereby reserved, as is in Proportion to the Acres of the whole Farm aforesaid, during the Time that it is so encumbered and rendered useless. TO HAVE AND TO HOLD the Farm, Land and Premises, herein before demised, with their and every of their Appurtenances, (SAVING, RESERVING, and EXCEPTING, as aforesaid) unto the Party aforesaid of the second part, h is Executors, Administrators and Assigns, for and during the Term of the Lives of Jordan Frost, Solomon Frost, & George Frost, being all sons of the above mentioned Isaac Frost

And of the Life of the longest Liver of them, or, until the full End and Term of Twenty One Years from the Day before the Day of the Date of these Presents; or, until the full End of the said Term for Life or Years which shall last happen; to the proper Use, Benefit and Behoof of the Party aforesaid of the second part, h is Executors, Administrators or Assigns, during the longest of the Terms aforesaid, YIELDING AND PAYING THEREFORE, yearly, during the Term of aforesaid Year, to commence from the Day before the Day of the Date hereof, unto the Party aforesaid of the first part, their Heirs and Assigns, the yearly Rent of Couple of live fat Hens, on the Feast Day of

AND ALSO YIELDING, RENDRING and PERFORMING, to the Party aforesaid of the first part, Heirs and Assigns, One Day's Work, yearly, with a Wagon, Sled or Plow, and an able Man to drive, with Horses or Oxen, to perform as in such Case is reasonable; and that in such Manner, and at such Time and Place, yearly, within Miles of the demised Premises, as the Party aforesaid of the first part, Heirs or Assigns, shall from Time to Time appoint and direct; And in Failure of performing such Day's Work as aforesaid, YIELDING AND PAYING in Lieu thereof, the Sum of Seven Shillings. And from and after the Year aforesaid, YIELDING, RENDRING AND PAYING, yearly and every Year, during the longest of the Terms aforesaid, unto the Party aforesaid of the first part, Heirs or Assigns, NOT ONLY the said Couple of live fat Hens, and the said Day's Work, to be performed as aforesaid, BUT ALSO an additional yearly Rent of Six Pounds, nine

Shillings good and Lawfull Money of New York

for the said Farm, Land and Premises, by these Presents demised; and that upon the

Term, the first year's Rent is due the first Day of May in the year of our Lord one thousand seven hundred & Seventy four

PROVIDED ALWAYS, and these Presents are upon this CONDITION; That if the said yearly Rent of Couple of live fat Hens, or the additional yearly Rent of Six pounds nine shillings good & Lawfull Money of New York

for the demised Premises, or the One Day's Work, with Wagon, Sled or Plow, as aforesaid, 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 rendring, paying or performing the same as aforesaid; or if the Party aforesaid of the second part, or his Heirs or Assigns do not take Possession of, and improve the Farm aforesaid, within Six Months after the Date hereof; or if he or his Executors, Administrators or Assigns, shall leave the Possession, and desist improving thereof, for the Space of Six Months together; or if the Party aforesaid of the second part, his Executors, Administrators or Assigns, shall not observe, keep and perform the several Articles, Covenants, and Agreements, in these Presents particularly 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 granted, or intended to be granted, are to be VOID, DETERMINE and CEASE; and thereupon it shall and may be lawful, to and for the Party aforesaid of the first part, their Heirs and Assigns, into the said Farm, Land and Premises, or in any Part thereof, in the Name of the Whole, to RE-ENTER, and the same to have again, retain, repossess and enjoy, as in his, her or their first and former Estate; any Thing in these Presents contained to the Contrary hereof notwithstanding. AND it is mutually COVENANTED and agreed between the Parties aforesaid, and their Executors, Administrators and Assigns, That from time to time, when and so often 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 and may be lawful, to and for the Party aforesaid of the first part, their Heirs or Assigns, or any of them, into the said Farm, Land and Premises hereby demised, or mentioned to be demised, or any of them, and into every Part, or any Part or Parcel thereof, to ENTER AND DISTRAIN, and the Distress and Distresses then and there found and taken, to lead, drive, chase, take or carry away, impound, and to dispose thereof, until the said Rents and all Arrearage thereof (if any shall be) unto the Party aforesaid of the first part, their Heirs and Assigns, be fully paid and satisfied; Or, in Lieu and stead of a Re-entry, or Distraiture, it shall be in the Election of the Party aforesaid of the first part, h is Heirs or Assigns, to bring Suit of Action against the Party aforesaid of the second part, h is Heirs and Assigns, in a summary Way, to implead by Bill, Plaint, or Action of Debt, to recover the said Rents, and all Arrearages thereof, with Costs of Suit, until all be paid and satisfied. AND the Party aforesaid of the second part, for himself his Executors, Administrators and Assigns, and for every of them, doth COVENANT, promise, grant, and agree, to and with the Party aforesaid of the first part, their Heirs and Assigns, and to and with every of them by these Presents, in Manner and Form following, viz. THAT the Party aforesaid of the second part, his Executors, Administrators and Assigns, shall and will from Year to Year, and so every Year hereafter, first offer and give unto the Party aforesaid of the first part, their Heirs and Assigns, the Pre-emption, or Refusal of buying of all such Grain and Corn, as the Party aforesaid of the second part, his Executors, Administrators and Assigns, shall from Year to Year, and every Year, raise and have off and from the said Farm, over and above what the Party aforesaid of the second part, his Executors, Administrators and Assigns, shall keep and preserve for their own Use, and which they or either of them shall have a Mind to dispose of. PROVIDED ALWAYS, that the Party aforesaid of the first part, their Heirs or Assigns, or some Person or Persons by him or them for that Purpose appointed, be then living or abiding within Twelve Miles of the demised Premises. AND ALSO, it is COVENANTED as aforesaid, that in Case the Party aforesaid of the second part, his Executors, Administrators or Assigns, or any of them, shall, at any Time hereafter, be minded and desirous to dispose of the said Farm, Land and Premises herein before demised, or any Part thereof, with the Appurtenances, the Orchard, Fruit Trees, Stocks and Plants, in Gardens or Nurseries, Dug or Dungheils, which are or shall be deemed Parcel of the said Farm; that then the Party aforesaid of the second part, his Executors, Administrators and Assigns, shall and will first offer and give the Pre-emption, buying or purchasing, or Refusal of buying and purchasing the same, unto the Party aforesaid of the first part, their Heirs and Assigns, and shall not, nor will not, sell the same, but first have Leave under the Hand and Seal of the Party aforesaid of the first part, their Heirs and Assigns. AND shall and will, from time to time, and at all Times hereafter, bring and GRIND, all such Grain, as the Party aforesaid of the second part, his Executors, Administrators or Assigns, shall use in his or their Family, at the GRIST MILL of the Party aforesaid of the first part, their Heirs and 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, their Heirs or Assigns, shall have a Grist Mill built, and in good Repair, upon the Tract or Patent, within ten Miles of the above demised Premises.

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

Sealed and Delivered in
the Presence of

John White Junr
William Scott

Isaac Frost

Lease
Isaac Frost's Bears date
Jan. 29th 1773 yearly Rent
is Long Entered Lib. C. p. 1

Now possessed by Simon Bruden

Sold May 1st 1792

£570

0.562.945.
-250

This Indenture Made the

Day of