

N^o 6.

This Indenture made the *Twenty fifth* Day of *March* in the *Tenth* Year of the Reign of Our Sovereign Lord *George the Second* by the Grace of God of Great Britain, France and Ireland, KING, Defender of the Faith, &c. Annoq; DOMINI, One Thousand Seven Hundred and *thirty seven*

BETWEEN *Henry Beekman of Dutchess County and Province of New York Esq & Geertuyd his wife* of the first Part, and *Solomon Lane* of the second Part, WITNESSETH, That

the party^s aforesaid of the first part — for and in Consideration of the Rents and Covenants hereinafter mentioned, which on the Part and Behalf of the Party^s aforesaid of the second Part, are to be paid, done, observed, performed, fulfilled and kept. *HAD* granted, bargained, enfeoffed, demised, set, and to Farm let, and by these Presents *DO* grant, bargain, enfeoff, demise, set and to Farm let unto the Party^s aforesaid of the second Part, *their* Executors, Administrators and Assigns, ALL THAT certain Farm of Land, situate, lying and being in *Westchester* County, butted, bounded and described as follows, viz. *Lying and being in the manor of Cortlandt described in the General Card of said Manor Patent by the Lott Number three now called Geertuyd's Burry, being by a Division of the Heirs of Coll: Stephen Van Cortlandt deceased allotted to Geertuyd & one of the Daughters of the said Coll: Stephen van Cortlandt now wife to the above named Henry Beekman this Farm is to be given on the north Bounds of farm of Abraham Smith thence north Twelve Chains & fifty Links to the Farm of Daniel Lains in Breadth and in Length fifty five Chains containing Two hundred Seventy five Acres Laying in an oblong Square.*

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. *SA VING, RESERVING AND EXCEPTING ALWAYS,* to the party^s aforesaid, of the first part, *their* Heirs and Assigns, all Mines, Minerals and Oars, within the above demised Premises, with free Ingress, Egress and Regress there unto, and with Power to search for, dig and turn up the Ground, and to carry off or Manufacture the Oar thereon. With Power to erect Mills, Dams and other Erections and Buildings, proper for Stamping, Melting, or otherwise manufacturing and preserving the Oars 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^s aforesaid of the second part, *their* 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, (*SA VING, RESERVING AND EXCEPTING AS AFORESAID*) unto the party^s aforesaid of the second part, *their* Executors, Administrators and Assigns, for and during the Term of the Lives of *Solomon Lane & his two Sons John & George Lane* Being in all three Lives

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^s aforesaid of the second part *their* Executors, Administrators or Assigns, during the longest of the Terms aforesaid. YIELDING AND PAYING therefore yearly, during the Term of *one whole* Year, to Commence from the Day before the Day of the Date hereof, unto the party^s aforesaid of the first part, *their* Heirs and Assigns, the yearly Rent of *one Cuple of Live fat Hens* on the Feast Day of *the annunciation Commonly called Lady Day* AND ALSO YIELDING RENDRING AND PERFORMING, to the Party^s aforesaid of the first Part, *their* Heirs and Assigns, One Days Work, yearly, with a Waggon, 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 *twelve* Miles of the demised Premises, as the Party^s aforesaid of the first part, *their* Heirs or Assigns, shall from Time to Time appoint and direct; and in Failure of Performing such Days Work as aforesaid, YIELDING AND PAYING in lieu thereof, the Sum of *Seven Shillings*. And from and after the *one whole* Year aforesaid, YIELDING, RENDRING AND PAYING, yearly and every Year, during the longest of the Terms aforesaid, unto the party^s aforesaid of the first part, *their* Heirs or Assigns, NOT ONLY the said *one Cuple of Live fat Hens* — and the said Days Work, to be performed as aforesaid, BUT ALSO an additional yearly Rent of *Three pounds six Shillings Currant Money of this Province of New York* yearly at such convenient Place in the said manor of Cortlandt as the said Henry Beekman or Geertuyd his wife shall appoint. *PROVIDED ALWAYS,* and these presents are upon this CONDITION; that, if the said yearly Rent of *one Cuple of Live fat Hens* — or the additional yearly Rent of *Three pounds six Shillings Currant money aforesaid* for every Acre of the demised Premises or the One Days Work, with Waggon, Sled or Plough, 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 to be appointed as aforesaid, for rendring, paying or performing the same as aforesaid, OR if the party^s aforesaid of the second part, or any of *them* do not take Possession of, and improve the Farm aforesaid, within *Six Months* after the Date hereof; OR if *they* or any of *them* Executors, Administrators and Assigns, shall leave the Possession, and desist improving thereof, for the Space of *Six Months* together; OR if the party^s aforesaid of the second part *their* Executors, Administrators or Assigns, shall not observe, keep and perform, the several Articles, Covenants and Agreements, in these presents particularly expressed, on — their part, to be observed, kept and performed, THAT THEN, and in any or either of these Cases, these presents, and



Salomon Lanes F. 3. 6. & for 278. Arz

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