

This Indenture

MADE the Nineteenth DAY of January

in the Year of our Lord One Thousand Seven Hundred and Seventy
of the one Part; And Ismael Codner
That the said Philip Schuyler
Rents, Payments, Covenants, and Conditions, herein after reserved and cove

grant, and to Farm let, unto the said Ismael Codner
situate, lying, and being at Saratoga in the County of Albany and in

William Fortson Farm and runs thence South eight Seven degrees & thirty
two degrees and thirty minutes with the William Stewart farm
to the place of Beginning containing one hundred and twenty Acres of Land

Between Philip Schuyler
of the County of Albany and Province of New York, Esq;
of the same Place, Yeoman, of the other Part, Witnesseth:

for and in Consideration of the Yearly
anted to be kept and performed on the Part of the said Ismael Codner
and Assigns, HATH granted, and to Farm let, and by these presents DOTH

ALL that Farm, Piece, or Parcel of Land,
of lot number thirty three and begins at the South west corner of
by minute with twenty five Chains and fifteen Links thence north
thence easterly along the same to the South East Corner thence thence
to the place of Beginning containing one hundred and twenty Acres of Land

To have and to hold the said Farm, or Parcel of Land, with all and singular the Appurtenances, unto the said Ismael Codner
his Heirs, Executors, Administrators, and Assigns, for and during the natural Life of Sarah Codner and
the Natural lives of Sarah Codner his wife and Ismael Codner his daughter

Yielding and Paying therefore unto the said Philip Schuyler the sum of three pounds Carobneya
his Heirs, Executors, Administrators, and Assigns; on the First Day of May which will be in the Year of our Lord One Thousand
Seven Hundred and Seventy Seven and every Year thereafter, on the First Day of May in each Year, and shall also ride yearly
and every Year, during the Continuance of this Grant, two Days, whereever thereunto required by the said Philip Schuyler
his Heirs, Executors, Administrators, or Assigns, either with a Cart, Waggon, or Sled, with a Man to drive, and
Oxen or Horses as he or they shall direct, or in lieu thereof pay at the Rate of Ten Shillings for each Day: And the said Philip Schuyler
doth also, for himself, his Heirs, Executors, Administrators, and Assigns, save and reserve out of this present

Grant, the one equal Fourth Part of all Monies arising, or that may arise, by the Sale, Setting-over, Assignments, or otherwise Disposal of the Lease and
Premises, or any Part or Parcel thereof, by the said Ismael Codner or his Heirs, Executors, or Administrators,
and when, and as often and every Time the same shall be sold, set-over, assigned, or otherwise disposed of: And the said Philip Schuyler
for himself, his Heirs, Executors, and Administrators, doth covenant, promise, grant, and agree, to and with the said Philip Schuyler
his Heirs, Executors, Administrators, and Assigns; that he, or they, or One, or Some of them, will, from Time to Time, during
the Continuance of this Lease, duly pay, or cause to be paid unto the said Philip Schuyler
his Heirs, Executors, Administrators, and Assigns, the Yearly Rent above reserved, at the Days and Times above-mentioned. And further, the said Ismael Codner
for himself, his Heirs, Executors, Administrators, and Assigns, that whenever he, or they, shall
his Heirs, Executors, Administrators, and Assigns, do not take it at the Price required for the same, after deducting there-
from the One equal Fourth Part, as above reserved, that then he, or they, shall, within Twenty-one Days, from the Time of such Notice being actually
given, and on the further Application of the said Ismael Codner or his Heirs, Executors, and Administrators,

incline, or be obliged, to sell, set-over, assign, or otherwise dispose of his
in that Case, he, or they, shall make the First Offer thereof unto the said Philip Schuyler
his Heirs, Executors, Administrators, and Assigns, signifying and declaring, in writing, what
he will, or they will, take for the same. And if the said Philip Schuyler
or Assigns, do not take it at the Price required for the same, after deducting there-
from the One equal Fourth Part, as above reserved, that then he, or they, shall, within Twenty-one Days, from the Time of such Notice being actually
given, and on the further Application of the said Ismael Codner or his Heirs, Executors, and Administrators,

grant a Permit to him, or them, to sell, or otherwise dispose of the same. Provided always, before such Sale shall be made, the Seller or Purchaser shall
well and truly pay unto the said Philip Schuyler his Heirs, Executors, Administrators, or Assigns, the equal Fourth
Part of the Money it shall be offered for unto the said Philip Schuyler his Heirs, Executors, Administrators, or Assigns, doth
or Assigns; and the said Philip Schuyler 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 granted. And also, ALL
Creeks, Kills, Streams, and Runs of Water, and so much Ground within the same Premises as he the said Philip Schuyler
his Heirs, Executors, Administrators, or Assigns, may think requisite; and 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 accomodating the said Mills, or in working the said Mines; with Liberty to him, his Heirs, Executors, Administrators, and Assigns,
and his and their Servants, to dig, trench, and use the Ground for either of the said Purposes, and to pass and re-pass through the said Premises, with his and
their Horses, Cattle, Carriages and Servants, and to lay out Roads therefore. Provided always, that he, or they, allow such a Proportion of the Rent as
amounts to the Land to be by him, or them occupied. And it is further Conditioned, on the Part of the said Ismael Codner
that neither the said Ismael Codner his Heirs, Executors, Administrators, or Assigns, 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 granted; nor give, nor cause to be given, any Manner of Let or Obstruction whatsoever to the said Philip
Schuyler his Heirs, Executors, Administrators, or Assigns, to his, or their, Prejudice in the full Enjoy-
ment of all the Rights, Titles, and Privileges saved to him, or them, by the Savings and Exceptions before in these presents above-mentioned. And the
said Ismael Codner for himself, his Heirs, Executors, Administrators, and Assigns,
doth hereby covenant and agree, to and with the said Philip Schuyler his Heirs, Executors, Administrators,
Administrators, and Assigns, that the said Ismael Codner his Heirs, Executors, Administrators,
and Assigns, shall and will not commit any Kind of Waste whatsoever, and shall and will faithfully discharge and pay all Taxes, Charges, or Assessments,
ordinary or extraordinary taxed, charged or assessed, or to be taxed, charged, or assessed, upon the said hereby leased Premises, or any Part thereof; or upon
the said Philip Schuyler his Heirs, Executors, Administrators, or Assigns, by any Act of
Legislature whatsoever, or by County Rates or otherwise howsoever, for or in respect of the Premises hereby granted, or any Part thereof, or any other Mat-
ter, Cause, or Thing whatsoever, respecting the same; and indemnify the said Philip Schuyler
his Heirs, Executors, Administrators, and Assigns, against any Damages to which he, or they, may be put by neglect or the due and punctual Discharge of
the same. Provided always, nevertheless, and this Indenture of Lease is given on these express Conditions, That if it shall so happen that the Rents
above reserved, or any Part thereof, and the two Days Riding, or the Money in lieu of the same, or any Part thereof, shall be behind and unpaid, or un-
performed, by and for the Space of Forty Days next after the said Days of Payment or Performance whereon the same ought to be paid or performed; that
then, and in such Case, it shall and may be lawful to and for the said Philip Schuyler
his Heirs, Executors, Administrators, or Assigns, by his, or their, Servant or Servants, Bailiff or Bailiffs, into the whole or any Part of the Premises to enter,
and there to Distress; and the Distress so taken, to lead, drive, and carry away, and the same to expose at Public Vendue; and out of the Monies there-
from arising to deduct the Debt and Costs of Distress and Sale, and the overplus, if any there be, to return to the said Ismael Codner
his Heirs, or Assigns. But if no sufficient Distress can be found on the Premises

wherewith to satisfy the Debt due, or in Case that he the said Ismael Codner his Heirs,
Executors, Administrators, or Assigns, shall not perform, fulfil, abide by, and keep, all and every of the Covenants and Conditions herein covenanted and
conditioned to be kept, performed, fulfilled, and abided by, by him, or them, that then, or in either of the said Cases, it shall thenceforth be lawful to and
for the said Philip Schuyler 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, the same to have again, repossess, and enjoy, as his, or
or their, former Estate; this Indenture, or any Thing herein contained to the Contrary hereof notwithstanding. And the said Ismael Codner
for himself, his Heirs, and Assigns, shall and will (under the Rents, Restrictions, Reservations, Co-
venants and Conditions, before in this present Lease mentioned, and reserved) have, hold, occupy, and possess, the aforesaid Lands and Premises, and not
otherwise. And the said Philip Schuyler for himself, his Heirs, and Assigns, the same will warrant
and defend, during the Continuance of this Lease, against any Person or Persons lawfully claiming the same.

In Witness whereof the Parties to these presents have hereunto interchangeably set their Hands and Seals, the Day and Year first above written.

his
Ismael Codner
mark

Philip Schuyler

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