

Philip Van Wyck, Executor of and Trustee under the Last Will and Testament of

This Indenture made the first day of April 1869, between Philip G. Van Wyck, of the town of Ossining in the County of Westchester and State of New York, party of the first part, and Isaac Secor & Juris Washburn of the same place, and George Morton and John Morton of the town of Cortlandt in said County and State parties of the second part. Witnesseth that the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, on the part and behalf of the parties of the second part, their executors, administrators and assigns, to be paid kept and performed, hath granted, demised, and to farm letten, and by these presents doth grant, demise, and to farm let unto the said parties of the second part, their executors, administrators and assigns. All that certain piece or parcel of land lying and being at Corton, in the town of Cortlandt, County of Westchester and State of New York, laid down numbered and designated on the Map of the property of Philip G. Van Wyck by surveyed and drawn by Thomas C. Cornell, Civil Engineer, August

Witness of the power and authority herein given in and by the said last Will and Testament

31st 1850, as lots No 43, 44, 45, 46,
47, 48, 49, 50, 51, 52, 53, 54, 55, 56,
57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
67 and 68 being all the land of the
party of the first-part. lying south-
-easterly of the lower landing road
and northeasterly of the old road along
the River, as laid down on said Map,
excepting therefrom so much of said
lots as is now leased or licensed to
Reuben Kipp to take brick material
and sand therefrom and by him assigned to
Harrison Coy and George Barlow
excepting therefrom so much of said
lots as is licensed or leased to parties
of the second part for said purpose of
taking brick material, ^{and sand} therefrom and
excepting therefrom portions of said
lots sold or contracted to be sold to
Doctor Stevens, Harrison Travis, Abraham
Anderson and Godfried Snyder, and
excepting also therefrom that part of lot
No 43 on said Map now leased or about
to be leased to parties of the second
part for the purpose of a brick yard,
All of ^{said part on portions so excepted} which said parties of the second
part shall only have the same right
to farm till or cultivate that party of
the first-part himself may have and the
same are to be deemed as part of the leased premises
subject to the rights of such parties

under their respective deeds, leases,
licenses or contracts, to have and to
hold the said above mentioned and
described premises with the appur-
tenances unto the said parties of
the second part; ^{his} their executors ad-
ministrators and assigns from the
first day of April 1869 for and during
and until the full end and term of
^{Five} Ten years, thence next ensuing and
fully to be complete and ended, for
farming purposes only, yielding and
paying therefor unto the said party
of the first part, his heirs and
assigns, the yearly rent or sum of
Three Hundred Dollars, lawful
money of the United States of America
in equal quarter yearly payments

Provided always, nevertheless that
if the yearly rent above reserved, or
any part thereof, shall be behind or
unpaid, on any day of payment-
~~whereon~~ whereon the same ought to be
paid as aforesaid, or if default shall
be made in any of the covenants
herein contained, on the part and
behalf of the said parties of the second
part; ^{his} their executors administrators
and assigns, to be paid, kept and
performed, then and from thence
forth it shall and may be lawful

for the said party of the first-part,
his heirs or assigns, into and upon the
said demised premises and every part-
thereof, wholly to re-enter, and the same
to have again, re-possess and enjoy,
as in his or their first and former
estate, anything hereinbefore contained
to the contrary thereof in any wise
notwithstanding, And the said parties
of the second part for ^{himself} themselves and
^{his} their heirs executors and administrators
do covenant and agree to and with
the said party of the first-part his
heirs and assigns by these presents
that said parties of the second part-
^{his} their executors administrators and
assigns, shall and will during the
term hereby granted well and truly
pay, or cause to be paid unto the said
party of the first-part his heirs or
assigns, the said yearly rent above
reserved, on the days and in the
manner limited and prescribed as
aforesaid, for the payment thereof
without any deduction, fraud or
delay according to the true intent-
and meaning of these presents, And
that the said parties of the second
part, ^{his} their executors, administrators
or assigns, shall and will at ^{his} their
own proper costs and charges, bear

pay and discharge all such taxes
 duties and assessments whatsoever
 both ordinary and extraordinary as
 shall or may during the said term
 hereby granted be charged, assessed
 or imposed upon the said described
 premises. And that on the last day
 of the said term, or other sooner de-
 termination of the estate hereby
 granted, the said parties of the second
 part; ^{their} executors administrators
 or assigns shall and will peaceably
 and quietly leave, surrender and yield
 up unto the said party of the first-
 part his heirs and assigns. All and
 singular the said premises, And the
 said party of the first part for himself
 his heirs and assigns doth covenant-
 and agree by these presents that the
 said parties of the second part-
^{their} executors administrators or
 assigns paying the said yearly rent-
 above reserved, and performing
 the covenants and agreements
 aforesaid on ^{their} part, the said
 parties of the second part- ^{their} ex-
 ecutors administrators and assigns,
 shall and may at all times during
 the said term hereby granted,
 peaceably and quietly have hold
 and enjoy the said demised premises

without any manner of let, suit,
trouble or hindrance of or from the
said party of the first part, his
^{heirs} or assigns, or any other person
or persons whomsoever, And the
said parties of the second part hereby
covenant and agree to and with the
party of the first part, that ^{he} they
will occupy, till, and in all respects
cultivate the premises above mention-
ed, during the term aforesaid, in a
husbandlike manner, and according
to the usual course of husbandry
practised in the neighbourhood,
that ^{he} they will not commit any waste
or damage, or suffer any to be done,
that ^{he} they will keep the fences and
buildings on the said premises in
good repair, reasonable wear thereof
and damages by the elements ex-
cepted - that ^{he} they will drain or cause
to be drained the said premises so
as not to allow any water to remain
standing thereon at any time,

Said party of the first part reserves
the right to himself his ^{heirs} and
assigns, to sell or use moulding
sand, loam, clay, sand or any
brick or other materials from off
said premises or any part thereof

And the parties of the second part agree that the said party of the first part, or the purchaser thereof, his, or their servants and agents with teams, carts, or whatever else may be necessary for the purpose may enter upon said premises or any part thereof, to obtain and remove the same at any time. Said party of the first part also reserves the right to sell or erect buildings on any part, parts, ^{piece of} pieces, or parcels out of said premises at any time during said term and give possession of the same to the purchaser or occupants thereof, free from or unaffected by this lease, but in case of such sale and possession given, a proportionate part of said rent shall be deducted, as great as the part sold bears to the whole of said premises for the balance of said term. Said party of the first part shall have the right to enter upon said premises to show the same, to make repairs and improvements and to look after the property, to prospect for said material, to dig and take away said material as aforesaid at reasonable times and in a reasonable manner. Parties of the second part covenant that they will not assign, let or



undeleet- the whole or any part-
thereof of the said premises, or occupy
the same for any other purpose than
hereinbefore provided without- the
written consent- of the party of the
first part

In witness whereof. the
parties to these presents have here-
unto set their hands and seals

the day and year first above written

Signed sealed and delivered Philip Van Mygh
in presence of — the word "and"
on first page — the words "and said"
"and said" said part or portions
so excepted "same are to be
"deemed as part of the hereby
"leased premises" on second
page having been underlined
Philip Van Mygh

John Norton
George Norton
Samuel Norton

John Norton

Lease delivered May 24th 1869
Philip Van Mygh

Farm lease agreed

Philip S Van Mygh

W. H.

John Norton

George Norton

John Norton

April 1st 1869

10 years