Dated January 4th 1866

David Munn

TO

Martin McGowen

Lease.

Duplicate

LEASE.

Latimer Bros. & Seymour, Law Stationers, 21 Nassau Street, N. Y.

This Indenture,

made the fourth day of January in the year of our Lord one thousand eight hundred and Sixty Six ..... BETWEEN

David Brown of Rockland County N. Y. party of the first part and Martin McLowen of the same place party

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 said party of the second part, his 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 party of the second part, his executors, administrators and assigns, ALL that South Brick Yard and Known as the (Fowler Yard) Bounded and described as follows:- begining on the minisceongo creek adjoining the lands of Silas D. Gardiner along said Gardiners lands East to the Hudson River along the Hudson River North to the Road reserved for the use of the Benson property, along said road West to the corner of the barn belonging to said yard including the two small dwellings occupied by Jas. McDonald and Sleeping Floor over the Carpenter Shop & Dwelling house now occupied by Charles Carpels

along the creek South to the place of begining.

To have and to hold, the said above mentioned and described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and afsigns, from the First day of April one thousand eight hundred and Sixty Six for and during, and until the full end and term of Five years ——— thence next ensuing, and fully to be complete and ended, yielding and paying therefor unto the said party of the first part, his heirs or afsigns, yearly and every year during the said term thereby granted, the yearly rent or sum of One thousand five hundred dollars ($1.500)

Fol. 67 No. 1 Revenue Stamp Cancelled
Fol. 67 No. 2 Revenue Stamp Cancelled
50 cent Revenue Stamp Cancelled

lawful money of the United States of America, in equal quarter—yearly payments, to wit.: on the first day of July, October, January and April in each and every of the said years; **Provided always, nevertheless,** That if the yearly rent above reserved or any part thereof, shall be in arrear, or unpaid, on any day of payment 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 party of the second part, his executors, administrators and afsigns, to be kept, and performed, then and from thenceforth it shall and may be lawful for the said party of the first part, his heirs or afsigns, into and upon the said demised premises and every part thereof, wholly to re-enter and remove all persons therefrom, and the same to have

again, re-possess and enjoy, as in their first and former estate, any thing herein before contained to the contrary thereof, in any wise notwithstanding. And the said party of the second part, for himself his heirs, executors and administrators, doth convenant and agree to and with the said party of the first part, his heirs and assigns, by these presents, That the said party of the second part, his executors, administrators or assigns, shall and will yearly and every year during the said 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 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.

The party of the second part to have the right to use sand from the Jones property and Clay from the Crumm farm if there be no impediment and from the Benson property untill such impediment be removed and from such places as directed by the party of the first part, the clay & sand to be removed in a workmanlike manner & to be worked up & the holes filled under the direction of the party of the first part, In case a Rail Road is furnished by the party of the first part to the Crumm Farm to suply the Yards on the River then the party of the first part to give to the party of the second part the right to use such Rail Road by paying as much as other tenants who use the same

And that on the last day of the said term, or other sooner determination of the estate hereby granted, the said party of the second part, his 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 or assigns all and singular the said demised premises in good order and condition as they may have been, used and improved for the purpose of brick making, docks, sheds, Houses and barn, with all other improvements

And the said party of the first part, for himself his heirs, executors, and administrators, doth covenant and agree to and with the said party of the second part, his executors, administrators and assigns, by these presents that the said party of the second part, his executors, administrators, or assigns, paying the said yearly rent above reserved, and performing the covenants and agreements aforesaid on his ~~their~~ part, the said party of the second part, his executors, 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.

In Witness Whereof the Said parties have hereunto Set their hands and Seals this 23rd day of March 1866

Signed Sealed and delivered in presence of

John S. Cole.

Davie Munro

Martin McGowan

State of New York
County of Rockland } ss.

On this twenty fifth day of March — in the year one thousand eight hundred and Sixty Six — before me, the subscriber, appeared David Munn and Martin McGowan.

to me personally known to be the same persons described in, and who executed the within instrument, and they acknowledged that they executed the same.

John A. Cole
Justice of the peace