

Budd Hardin Part 3 (listed as Part 1) Draft Transcription:

1a Written in the margin: Barnett Van Benthuesen To all whom there present shall come know ye that Captain Barnett Van Benthusen of the Co of Dutchess in the province of New York as well as for and in of the sum of five shillings of current money of New York to him in hand paid by Simon Kool of the Co & Province aforesaid as also for the yearly rent herein after reserved hath granted bargained sold aliened demised Released and confirmed by these presents doth Grant Bargain Sell Aliened demise Release and confirm unto the Said Simeon Kool all that certain tract of land Situated, lying & being in the Co of Dutchess aforesaid north? from the dwelling House of the Said Simon Kool beginning at a large Pine tree Standing on the west Side of the Saw Kill from thence running north 38 Deg East 45 chains to the corner of the Bounds – of Jacob Kool then along the said South Bounds 52 Deg East 22 ch – to the Kings highway then South 35 Deg west along the road 21 ch to a stone set in the ground there with a straight line about west 10 Deg Southerly to the first Station containing 85 acres. Together with all & Singular the Priviledges Hereditment & appurtenances Hereunto belonging or in any [?] appertaining and also for summerage for all manner of Beasts and Cattle in the woods and waste ground of him the Said Barnett Van Benthusen and also Liberty and Licence for his the Said Simon Kool his heirs & assignes forever to cut & take and carry away firewood fencing wood & timber & stone onall and every or any part of the wood commons & waste ground

1b of him the said Barnett Van Benthusen and free liberty for him the said Simon Kool and his assignee during the natural Life & the natural lives of his three sons & the longest lives of them to cut down & use any manner of wood for cooking or cookers stuff on all or any part of the wood and commons of the said Barnett Van Benthusen to have and to hold all & Singular the said hereby granted and released Premisses and every part and parcel there of and unto him the said Simon Kool his heirs and assignes for ever yielding and paying there from yearly and every year on or before the first day of March in every year the quantity of twenty schekele of good merchantable winter wheat unto the said Barnett Van Benthusen his heirs and assignes forever and the said Barnett Van Benthusen the said hereby granted & released Premisces shall & will warrant & forever defend

by these friends against all manner of persons whatsoever and doth hereby for himself his heirs Executors & Administrators covenant and grant to & with the Said Simon Kool his heirs assigns exe & administrators that he the Said Simon Kool his heirs and assigned shall and may peaceably & quietly have hold occupy possess & enjoy the Said hereby granted and released premises and every part thereof according to the true intent and meaning of these present & witnesses thereof the Said Barnett Van Benthussen hath hereunto set his hand and seal the 24th day of November 1739

seal in present

Phillip William Moore

John Cook Jr

Barnett Van B

2c Barnett Van Benthuisen

To

Simon Kool

Copy lease for 84 acres

Dated 24th Nov – 1739

20 Sch Rent –

3d Copy of Lease 1739 – Barnet Van Benthussen

To Simeon Koll or (Cole)

Nov

Peter Van Benthussen made a will 1783 willed his property to his brother Jacobs 3 children they divided the property by lot – Rockefeller & [?] Lease – came to his daughter Catherine who married John H Wendell of Albany his 3 children were Catherine John & Jannetie Peter Van Benthussen dies Rhinebeck and in 1788'

John Van Benthussen

Samuel Elmendorf

Jane H Elmendorf his wife

Give an indenture to John H Wendell & Catherine his wife of this lease on the farm now in possession of Jacob Cole & Simeon Cole – and the Elmendorf farm now comes the will of JH Wendell now he wills his property to his 3 daughters Catherine, Maria VV, & Anna Subject to changes & Incumbrances

3b Which are the property – is to be sold or appraised the whole value estimated and to pay into the hands of my said daughters and my friends CL [Lawson?] & Gillean [Hawley?] who I appoint as trustees with Rachel Knickerbocker and in case of death of the trustees or refuse to act then he directs the Court of Chancery to dispose of as directed

Now that leaves this lease in the hands of these 3 sisters Catherine Maria VV & Anna

Catherine died and Maria VV took and letters in Jan 74 in Brooklyn She claims full right to this lease and sells it to T Elmendorf without reservation

4 Peter Van Benthuses will is on Record in Pok

He gives Abram his brother Jacobs Son a farm on which he lives – he gives Jonathan Van Benthusen his farm in possession of Kans Young now under lease he gives Abraham Peters Sone Negro Woman he gives Catherine Van Ness – daughter of Jeanette Van Ness – my farm in possession of Michael Seaman and under lease all the rest of my Estate I give devise & bequeath to Jenette Van Benthusen Catherine Van Benthusen and John Van Benthusen

Exc Abraham Jenette Catherine & John Van Benthusen

5a This Indenture made the Eighteenth day of December in the Eleventh Year of his Majesty's Reign Anno Domini one thousand seven hundred and twenty Between Peter Van Benthusen of Rhinebeck Precinct in the County of Dutchess And Provenge of New York Gentleman of the first part and Conrad (Jacob) Berringer of the same Precinct & County aforesaid [Yeoman?] of the second part Witnesseth that the {line missing on the page}

Rents and Covenants hereinafter mentioned which in the part and on behalf of the party aforesaid of the second part are to be said or done observed performed fulfilled and kept hath Demised bargained enforced set and to farm let and by these Presents Doth devise Set and to farm Lot unto the party aforesaid of the second part his heirs and assigns All that certain Farm or Parcel of land lying in aforesaid Rhinebeck Precinct and Dutchess County, written Bounded and Described as follows lately in the Occupation of Henry Alendorf beginning by a stone standing in the ground being the South west corner of a lot of land formerly belonging Andous Hernance thence turning North fourteen Degrees East thirteen chains and forty links, thence North twenty – one degree fifteen minutes West twenty seven chains twenty links then South fourteen West twenty three chains, the South seventy nine Degrees thirty minutes East ten chains and sixty nine links then South twenty two degrees East fifteen chains, then South Eighty two Degrees thirty minutes East Seventeen chains then North fourteen Degrees East fifteen Chains seventy links Containing One Hundred and three Acres Together with all & Singular Stones Woods & Underwoods to be made use of on the Premises & no where

5b Else, Passages, Water profits feeding Buildings and Appurtenances to the Said Farm belonging or in any sense appertaining To have and to hold the said Farm land and Premises herein before Divided unto the Party aforesaid of the second part his Executors Administrators & assigns forever forth possess the Benefit & [?]of the party aforesaid of the Second Part his Executors Administrators and Assigns forever yielding & Paying therefore for ever yearly & every Year on the first day of every Month of March yearly {paper has a fold making the remainder of this line intelligible}

Five sheafs of good clean sweet Merchantable Winter Wheat together with one Couple of live fat hens at such place or House to be delivered within five miles from the above devised premises & to such Persons in the Party aforesaid of the first part his Heirs or Assigns shall from time to time appoint or Direct to receive the Jams, the first payment to be made at or on the first day of March which will be Anno Domini one thousand seven hundred & twenty three, which Rent is to be paid with out any Reduction or Abatement of or for any manner of Taxes charges Assessed or Imposed whatsoever upon, that hereby demised premises or any part thereof or upon the party aforesaid of the second part his Heirs or Assigns for or

on Respect thereof by any power & Authority whatsoever and further that from time to time 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 day above appointed for the Payment thereof it shall be lawful to & for the Party aforesaid of the first part his Heirs & Assigns or any of them, in said farm hereby divided & into any part thereof to enter & Distrain the Distresses then & there found and take to lead down chase take or carry away Imposed distain keep or make sale thereof until the Said Rent Shall Arrearages (if any shall be) unto the party aforesaid of the first part his Heirs and Assigns be full paid and satisfied And in case the party aforesaid of the second part his

5c Farmable Beast and Cattle also liberty for cutting, falling, fetching or carry away Timber and Wood for building fencing & for fire for our family when (or after there is no more Wood & Timber on the land & premises hereby Dismissed) in the waste Ground of the party aforesaid of the first part his Heirs & Assigns while such Commons Woods & Ground remain Waste, unused, unletted, unfenced, or unimproved provided that such wood & timber be used within six months after the cutting & falling

Page is torn

Only & no where else Lastly it is mutually covenants between the parties aforesaid for Remitors their Heirs and Assigns & every of them by these present that the party aforesaid of the second part his Heirs & Assigns shall & may (paying the yearly Rent & Observing & Performing the funeral Covenant herein before Reverent Montainer peaceably & quietly have hold Occupy Possess & enjoy the hereby or herein before Demised Land farm& premises with the appurtenances

Next line is missing- the paper is torn

tion & direction of him the party aforesaid of the first part his Heirs or Assigns or any other Person or Persons claiming or to reclaim by from or under him or any or other of them In Witness whereof the Parties to these Presents first above named Interchangeably set their hands & seals this day & year first above Written

Sealed and Delivered In the Present of

Peter Van Benthusen

Unintelligible

Christine Schultzs

5e Peter Van Benthusen

To

Conradt Jacob Berringer

Copy of Lean for

103 Acres land

25 Lot Wheat Land

Dated 18 Dec 1770

Now in possession of Major Cornelius Elmendorf

& [?] J H Wendell & Wife

These are important

Papers to the Heirs

Of John H Wendell

& Wife

6a Lease from

Mrs Wendell

To

Thos Elmendorf

6b Already transcribed

6c Already transcribed

6d Copy

John Van Benthuisen

Samuel Elmendorf

And Jane his Wife

To

John J Wendell & Wife

Lease of lands in posses

sion of Cornelius Elmendorf

and Simon & Jacob Cole

Dated the 6th day of June

1788

7a This Indenture made the sixth day of June in the year of our Lord one thousand Seven Hundred Eighty Eight Between John Van Benthusen Samuel Elmendorf and Jane his wife of Rhinebeck precinct in the county of Dutchess State of New York – of the first part and John W Wendell & Catherine his wife of the City of Albany the County of Albany of the Second part – whereas, Peter Van Benthusen late of Rhinebeck precinct in the County of Dutchess Gentleman deceased was in his lifetime and at the time of his decease & lawfully seized and possessed of & in Sundry farms. Lots and parcells of Land Situated Lying and being in the County of Dutchess aforesaid by Several deeds of Conveyances referenced being there unto had may more fully and at large appear and the said Peter Van Benthusen deceased being there of Seized made his last will & Testament – bearing date the Second day of January in the year of our Lord one thousand Seven hundred & Eighty three whereas & whereby among other things there is contained he did give & devise unto Jannette Van Benthusen Cathaline Van Benthusen & John Van Benthusen children of this deceased brother Jacob Van Benthusen all the rest and residue of his Lands, messuage tenements and Real Estate – whatsoever and wheresoever to hold the same to them their heirs and assigns forever as tenants in common & not as joined tenants as by the said will relation being thereunto had may more fully appear And of the rest and residue of the Land messuage tenements & Real Estate that did belong to

7b the said Peter Van Benthusen at the time of his decease not before divided & more particularly described & mentioned in the said will is the farm under Lease for certain conditions rents & covenants now in possession of Cornelius

Elmendorf & two Lot pieces or parcels of Land now or later in possession
Bernardus [Bu--?] Casper Walter containing together forty acres of land

And whereas the parties of the present came to a partition & Division of
the above mentioned Farms, lot pieces & parcels of Land by lot & the hereby
released premises fell to the Share & dividend of the Said John W Wendell &
Cathaline his wife according to the following release Now this Indenture
witnesseth that the parties of the first part for & in consideration of the like
release to them for their Shares or dividend have released and confirmed and by
these presents do hereby release & confirm to them the Land John W Wendell &
Catherine his wife their heirs assigns all those certain Lots or parcels of Land
situated Lying & being in Rhinebeck Precinct County of Dutchess State of New
York to with all that certain farm now in possession of Jacob Cole & Simeon Cole
& also the farm in possession of Cornelius Elmendorf Together with all and
Singular the Liberties privileges Hereditament & appurtenances

7c unto the same belonging or is any wise appertaining and all the estate right
title interest claims & demand whatsoever either in Law or Equity of the parties of
the first part and either of them to the above released & confirmed premises &
every part & Parcell there of to have & to hold the above released & confirmed
premises to them the Said John W Wendell & Cathaline his wife their Heirs &
assigne to the Sole & only proper use benefit & behoof of them the Said John /w
Wendell & Cathaline his wife their heirs and assigne for ever In witness there of
the parties to those presents of the first part have hereunto set their hands & Seal
the day & year first above written

Signed Sealed & Delivered

John Van Benthusen

In the present of us

Samuel Elmendorf

Jacob Binell?

Abraham Cole

Jane H Elmendorf mark

7d Copy of Deed or Conveyance Peter Van Benthusen made a will 1783 – will his
property to his Brother Jacobs children Janette Van Benthusen Cathaline Van
Benthusen John Van Benthusen 3 children of Jacob they divide the property by lot
– John W Wendell & wife Cathaline gets certain Leases which I think means
Rockefeller [P?] & Elmendorf Lease but not well described

This Marie VV Wendell is a daughter of John W that sold the Lease to Mr Elmendorf there were other children besides him

This deed is Signed by John Van Benthusen Samuel Elmendorf Jane H Elmendorf her mark date 1788

8a This indenture made this sixth day of June in the Year of our Lord one thousand seven hundred eighty eight Between John Van Benthusen, Samuel Elmendorf and Jane his Wife of Rhinebeck Precinct in the County of Dutchess State of New York of the first part & John W Wendell & Cathaline Wendell his Wife of the City of Albany in the County of Albany of the second part Whereas Peter Van Benthusen late of Rhinebeck Precinct in the county of Dutchess Gentleman deceased was in his lifetime, and at the time of his Decease lawfully seized and possessed of His Sundry Farm Lots and parcells of Land situated lying and being in the County of Dutchess aforesaid by several Deeds of Conveyances Reference being thereunto had may more fully and at large appear And the said Peter Van Benthusen deceased being thereof seized made his last Will & Testament having Date the second day of January in the Year of our Lord one thousand seven hundred & Eighty three wherein & whereby among other things therein Contained he did & give & devise unto Jeannette Van Benthusen Cathalina Van Benthusen & John Van Benthusen Children of his deceased Brother Jacob Van Benthusen (all the rest & residue of his Lands Messuages Tenements and Real Estate whatsoever & wheresoever to hold the same to them their Heirs & Assigns for ever as Tenants in Common & not as joint Tenants only the said Will relation being thereunto had may now fully appear) And of the rest & residue Lands Messuage Tenements & Real Estate that did belong to the said Peter Van Benthusen at the time of his decease, not before deceased & more particularly described & mentioned in the said Will is the farm under Lease for Certain Conditions Rents & Covenants now is possession of Hendrick --?ictor, also the farm under lease for certain Conditions Rents & Covenants now in possession of Jacob Cole & Simeon Cole, also the farm under Lease for certain Conditions Rents & Covenants in possession of Cornelius Elmendorf, & the two Lot pieces or parcels of Land now or late in possession of Bernardus B--- & Casper Walter Containing together forty Acres of Land And Whereas the parties to these presents came to a partition & Division of the abovementioned Farm Lots pieces & parcells of Land by Lot & the hereby Released premises fell to the share & Divident of the said -- John

H Wendell & Cathalina his Wife according to the following Now this Indenture Witnesseth that the parties of the first part for & in Consideration of the like Release to them for their Shares or Dividends Fair Released and Confirmed and by these presents do hereby Release & Confirmed and by these presents do hereby Release & Confirm to them the said John H Wendell & Cathalina his wife their Heirs & Assigns, all those certain lots or Parcels of Land, situate lying & being in Rhinebeck Precinct, County of Dutchess, State of New York (to With all that certain farm now is possession of Jacob Cole & Simeon Cole & also the farm & also the farm in possession of Cornelius Elmendorf. Together with all and Singular the Liberties Privileges Hereditaments & appurtenances unto the same belonging or in any wise appertaining and all the Estate right Title interest Claim & Demand whatsoever either in Law or Equity of the parties of the first part and either of them, to the above Released & Confirmed premised & every part & parcel thereof To have & to hold the above Released & Confirmed premises to them the said John H Wendell & Cathalina his Wife their Heirs & Assigns to the sole & only proper use Benefit & Behest of them the said John H Wendell & Cathalina his Wife their Heirs and Assigns for ever, In Witness whereof the Parties to these present of the first part have hereunto set their hands & seals the day & year first above written

Signed Sealed & Delivered

In the Presence of us

Jacob Brinck

John Van Benthussen

Abraham Cole

Samuel Elmendorf

Jane H Elmendorf's Mark

8b

John Van Benthuisen

3343

Samuel Elmendorf

Jane his Wife

Release

To

John H Wendell &

for Lands in Possession of land Elmendorf

Simon & Jacob

Cole of Dutchess County

Dated the 6th

Day of June 1788

Dutchess County SS

Recorded March 14 1876 at

3 [] in Book No 182 of

Deed pages 242 & as an

Account documents not acknowledged

Cert paid8

March 14 1876 at 3

9b Received the consideration money within mentioned in full November 1st 1791

10a Survey drawing showing area surveyed at the request of Mr William Vredenburgh 9th January 1792 per John Cox Laid down from a scale of four chains to an inch Note The houses are as the Magnetic Needle now points

Sketch shows two buildings , a road and one acre lot/parcel in the Northeast corner marked by a black oak within a 23 ¼ acre lot/parcel

10b Map of Piece of Land Sold by Harman Hoffman to William Vredenburgh

11a This Indenture made the twenty third day of May in the year one thousand seven hundred and ninety two between David Van Ness of the Town of Rhinebeck in the County of Dutchess and State of New York of the one part and William Van Vredenburgh of the same place of the other part Witnesseth that the said David Van Ness for and in consideration of the sum of five shillings current money of the State aforesaid to him in hand paid by the said William Van Vredenburgh at and before the unsealing? and delivery hereof the receipt whereof the said David Van Ness doth hereby acknowledge and himself to be therewith fully satisfied contented and paid Hath guaranteed bargained and devised and by these presents doth grant, bargain and devise unto the said William Van Vredenburg his executor administrators and Assigns, all that certain tract or parcel of land situate in the Town of Rhinebeck in said County of Dutchess and which by Indenture

bearing date the nineteenth day of August in the year one thousand seven hundred and ninety was conveyed by Herman Hoffman to the said David Van Ness and in the said Indenture is described as following Beginning at the South easterly bounds of the Land of Petrus Hermance thence North eighty one degrees East fifteen chains thence South fourteen degrees and thirty minutes west

forty

11b forty six chains thence South eighty one degrees west fifteen chains to the place of Beginning Containing Sixty five acres Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining To have and to hold the same unto the said William Van Vredenburgh his executors, administrators heirs and assigns from the day of the Date of these Presents for and During the term of one whole year and fully to be completed and unto yielding and paying therefor unto the said David Van Ness the Rent of one hopper Corn on the last day of the Term of the lease? Shall be lawfully divided & To the Intent that by virtue of these Presents and of the [?] made for transferring this into possession the said William Van Vredenburg may be in the actual possession of the Principle hereby divided and be thereby unable to accept and take a grant and Release of the Revision and inheritance thereof to him his heirs and assigns for ever. In Witness whereof the said parties to these Presents have hereunto interchangeably set their hands and seals the Day and year first above written

Seals and Delivered

In presence of

The word May and two on

The first page being first

David Van Ness

Written on course

Caty D VanNess

Henry Lyle

11c David Van Ness

To

William V Vrendenburgh Lease

12 a Eighty one degrees west fifteen chains to the place of Beginning Containing sixty fur acres Together will all and singular the buildings woods ways water profits commonities hereditaments appurtenances to the same belonging or in any wise appertaining and also all the Estate right Title interest property claim and demand whatsoever of the said David Van Ness of in and to the said premises or any part thereof and also the dower right and Title of dower of Cornelia Van Ness the wife of him the said David Van Ness which she doth hereby release by becoming a party to these presents unto the said William Van Vrendenburgh his heirs and assigns forever, and the provision and revision remainder and remainders rents and profits thereof To have and to hold all and singular the said premises with the appurtenances aforesaid unto the said William his heirs and assigns to the only use and benefit and behoof of the said William his heirs and assigns for ever and the said David Van Ness doth hereby for himself his heirs and assigns as follows to Wit that the said David Van Ness now is lawfully and rightfully [seized?] in his own right of a good son and Independent estate of inheritance [?mple] of in and to the said premises with the appurtenances and every part and that he now hath good right lawful power and authority to grant bargain and sell above? Release [?] and convey the said premises with the appurtenances unto the said William his heirs and assigns and to his and their only use and behoof for Ever in mannerous form as above written and also that the said premises with appurtenances now are free clear and discharged of and from all manner of former gifts grants and conveyances Judgements Mortgages and Incumbrances whatsoever heretofore made given suffered altered? or Executed by or against him the said David Van Ness or any person whatsoever and also that the said William his heirs and assigns shall henceforth and for ever peaceably and quietly have hold use occupy and possess the said premises with the appurtenances without the let suit molestation of Interruption

12b of any person or persons claiming or to claim the same from under or through him the said David Van Ness and his heirs the said premises with the appurtenances unto the said William his heirs and assigns will for ever warrant and defend by these presents have hereunto interchangeably set their hands and seals this day and year first above written

Sealed & delivered In

the presence of

David Van Ness

The word bounds being

first interlined

The words May & two on the

First page being first written

as same

Caty D Van Ness

Henry Lyle

Cornelia Van Ness

12 c This Indenture made this twenty fourth day of May one thousand seven hundred and ninety two between David Van Ness of Red Hook in the County of Dutchess of the one part and William Van Vredenburg of the same place of the other part Witnesseth that the said David Van Ness for and in consideration of the sum of two hundred and forty pounds lawful money of the state of new York to him in hand paid by the said William Van Vredenburg at and before the sealing and delivery of these presents the receipt where of is hereby acknowledged hath granted, bargained and sold, alined released [en?] and conveyed and by these presents doth grant bargain and sell aline release [?] and convey unto the said William Van Vredenburg (in his actual Possession now being by virtue of a bargain and sale to him thereof made for one whole year by Indenture bearing date the day next before the day of the date these presents am by force of the statute for transferring uses into possession) and to his heirs and Assigns for Ever all that certain tract or parcel of land situate in the Town of Rhinebeck in said County of Dutchess and which by Indenture bearing date the nineteenth day of august in the year one thousand seven hundred ninety and were conveyed by Harmon Hoffman to the said David Van Ness and in the said Indenture is described as follows to with Beginning at the south easterly bound of the land of Petrus Hermanse and runs from thence North fourteen degrees and thirty minutes east forty six chains along the land of said Petrus Hermance, thence North eighty one degrees East fifteen chains thence south fourteen degrees and Thirty minutes west forty six chains, Thence south

12d David Van Ness

To

Wm V Vredenburgh

Release

64 Acres Dated 24th

May 1792

13b A Map of the within convey'd Premises Laid down by a Scale of Four chains to an inch – Convey'd Nov. 30 1793 Alex Thompson

13c John Cole and

Becky his Wife

To

Wm V Vredenburgh

Deed – 10 ¼ Acres

Dated 30th January

1794

14a This Indenture made the fourth day of April in the year of Our Lord One thousand seven Hundred and Ninety five Between Benjamin Meyer of Rhinebeck Town Dutchess County and State of New York of the first part William Meyer for and in the consideration of the sum of six pounds current money of the State of New York to him in hand paid by the said William Vredenburgh at and before the Sealing and delivery of these presents the Receipt whereof the said Benjamin Meyer doth hereby acknowledge and thereof and thereupon and of and from Every part and parcel thereof do acquit release exonerate and forever discharge the said William Vredenburgh his heirs Executors Administrators and assigns for ever by these presents

Hath granted bargained sold aliened released and confirmed and by these presents do grant bargain sell alien release and confirm unto the said xxxx William Vredenburg and to his heirs and assigns All that certain piece or parcel of Land situate lying and being in the North East part of the farm formerly in the possession of Herman Hoffman Beginning at the Northwest corner of Peter Van Allen farm at a black oak tree marked standing on the south side of the Road leading to David Van Ness's thence along said Van Allen land South two degrees East four chains and sixty five links to a stake and stones standing on the south side of the road thence North East seventy two degrees and thirty minutes two chains and twenty link to the place of Beginning containing in all One Acre of Land Together with all and Singular the Barns Buildings improvements orchards gardens meadows common pastures trees wood ways paths waters watercourses easements prospect commodities advantages hereditaments and appurtenances whatsoever unto the said piece or parcel of Land belonging or in any wise appertaining and the reversion and [incursion?] remainder and remainders thereof and of every part and parcel thereof, Also all the Estate right title interest claim and demand whatsoever of him the said Benjamin Meyer of in or to the same or any part thereof and of every part and parcel thereof with those and every of their appurtenances To Have and to hold all and singular the said above described Lot of Land and premises with the appurtenances and the reversion and reversions remainder and remainders and every part and parcel thereof unto the said William Vredenburg his heirs and assigns and to his and their proper use benefit and behoof for ever and the said Benjamin Meyer for himself his heirs and assigns doth covenant grant and agree to and with the said William Vredenburg his heirs and assigns that he the said Benjamin Meyer now is the true and rightful owner of all and singular the said Messuage Lot and parcel of Land with the hereditaments and premise above mentioned and of every part and parcel thereof with the appurtenances, and lawfully and rightfully seized in his own right of a good sure perfect absolute and indisputable Estate in [?] simple of and in all and singular the said premises above mentioned and that the said Benjamin Meyer and his heirs the said hereby granted premises unto him the said William Vredenburg his Heirs and Assigns against him the said Benjamin Meyer his heirs and assigns and against all other persons whatsoever claiming the same shall and will warrant and by these present for ever defend In Witness whereof the parties

to these presents have hereunto interchangeable set their hands and affixed their seals the day and year first above written

Sealed and delivered

In presence of

Henry D Witt?

Thomas Swart?

14b Benjamin Meyer

To

Wm V Vredenburg

[\$22D?] for 1 Acre

Dated 4th Ap: 1795

15b Mr William Van Vredenburg

Note, that piece which you bought of Colonel Hermance contained 16 ½ Acres & the section which you mentioned contains half an Acre

PhR[eichert?]

“D”

Map of [Troop?] farm

17b Colonel Andries Hermance

And Maria his wife

To

Wm Van Vredenburg

Deed for 16 ½ Acres

Dated 10th Ap: 1802

The paper has a fold – the next line appears to be the signature of David Brooks

In the Presence of

Henry Lyle

Rec'd on the twelfth day of May in the
year one thousand eight hundred and five
the consideration money mentioned in the
written conveyance. Witness our hands

Henry Lyle Simon Heermanse

18c Anndries Heermance Simon Heermance

And John Van Benthuyssen

Executors of William Van Vredenburgh

To

Benjamin & Dyer Throop

19a This Indenture made the second day of March in the year of our Lord, one thousand eight hundred and ten Between Benjamin Throop and Susannah his wife and Dyer Throop and Catharine his wife – of the Town of Rhinebeck County of Dutchess & State of New York of the first part, and Jacob C. Elmendorf of the place aforesaid -----

That the said parties of the first part, for and in consideration of the sum of Two Hundred Dollars good and lawful money of New York, to them in hand paid, at and before the ensealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part therefrom acquitted and discharged Have granted, bargained, and sold, aliened, released, engrossed, and conveyed; and by these presents Do – grant, bargain and sell, alien, release, engross, and convey, unto the said party of the second part, in his actual possession now being, and is his heirs and assigns, forever, All that certain Lot or parcel of swamp land, situated lying and the Town of Rhinebeck aforesaid Beginning at a stake and stones in the southeast corner thereof being also a corner of Cornelius T Elmendorf and runs thence as the magnetic Needle now points North eighteen degrees and thirty minutes West Ten chains and forty links to the Road leading to the upper and lower Red Hook Landings thence along said Road South Seventy nine degrees West six chains and eighty links thence South two degrees and thirty minutes West eight chains and fifty links along the land of Cornelius T Elmendorf thence North eighty nine degrees and thirty minutes East nine Chains and eighty links to the place of Beginning. Containing eight Acres of Land, be the same more or less, and also the said party of the second part his Heirs and Assigns shall and may at all times and forever hereafter have free liberty and full power by these presents, and that without the let, suit or molestation of the said parties of the first part their Heirs and Assigns, to make a good sufficient Ditch or out let through the Land lying on

the North of the above described Lot and joining the same by the Road before mentioned now belonging to, & in possession of the said parties of the first part, and to keep the same drain open and in order to make meadow of the hereby conveyed Lot of swamp Land-----

Together with all and singular the messuages, buildings, privileges, profits, hereditaments and appurtenances to the same belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever, of the said parcels of the first part, of, in or to the same: To have and to hold all and singular the said piece or parcel of land and premise, with the appurtenances, unto the said party of the second part his heirs and assigns, and to his and their only use and behoof for ever: And the said parties of the first part ----- do hereby for themselves their heirs, executors and administrators, covenant, promise and agree, to and with the said party of the second part, his heirs and assigns, as follows, to wit: That the said parties of the first part -----now have lawfully and rightfully seized, in their own right, of a good, sure and indefeasible state of inheritance, in fee simple of, in and to the said premises, with the appurtenances, and now have good right, lawful power, and authority, to grant, bargain and sell, alien, release, engross and convey the same, unto the said party of the second part, his heirs and assigns, to his and their only use and behoof, in manner and form as above written: And also, that the said premises, with the appurtenances, now are free and clear of, and from, all judgments, mortgages, executions and other incumbrances whatsoever, heretofore had, obtained or issued: And also, that the said party, of the second part, shall and may, at all times hereafter, quietly and peaceably have, hold and enjoy the said premises, with the appurtenances, without the lett, suit or molestation of any person or persons, claiming or to claim the same: And the said parties of the first part for themselves and their Heirs-----executors and administrators, the said premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, shall and will Warrant and for ever Defend, by these presents ----

In witness whereof, the said parties to these presents have interchangeably set their hands and seals, the day and year first above written.

Sealed and Delivered

The word "part" being first interlined

In the Presence of

over the seventeenth line from the top

John W Pitcher

Stephanie? Throop

Benjamin Throop

Nicholas Hoffman Jun

Catherine Throop

Dyer Throop

19b Dutchess County Clerks Office

The written Deed January twenty seventh one thousand

Eight hundred and nineteen at Eleven O Clock

AM Liber BB of Deed on pages 219 & 220

Recording fees & Certificate \$1,207

Benjamin Throop

& Wife

To

Jacob C Elmendorf

Deed

Dutchess County Clerks Office

Recorded the within Deed this twenty seventh day of January one thousand eight hundred & nineteen at eleven o clock AM in Libr BB of Deeds Pages 219-220

Recording fees & Certificate \$1,207

State of New York Co, I Hezekiah L Hosmer Master in Chancery do certify, that on the twenty third day of July 1810 before me personally appeared Benjamin Throop and Susanna his Wife, and Dyer severally acknowledged that they executed the same as freely as their Deed, and the said Susanna and Catharine being severally examined by me separate and apart from their respective Husbands privately, acknowledge and confessed that they executed the same

Deed freely without any Fear or Compulsion of their said Husbands – And having examined the same and finding therein no material Alteration (except the one duly noted I allow it to be recorded

H. L. Hosmer

20a New York Co

Best remembered that on the Seventh day of September in the year of our Lord one thousand eight hundred and fourteen, personally appeared before me John D Wheeler one of the Masters in Chancery for said Estate Dyer Throop and Catherine his wife, to me personally known to be the same mentioned in the within Indenture, and who had executed the same as for his voluntary act & Deed for the purposes therein mentioned and the said Catherine being by me examined separately and apart from her said Husband acknowledged and that she had executed the said Deed without any fear threat or compulsion from her husband for the purpose therein mentioned – and I having examined the same and finding no material alterations or [inteniations?] except those noted before signing, do allow it to be recorded

John D Wheeler

Master in Chy

Dyer Throop &

Catherine his Wife

To

Jacob C Elmendorph

Deed 1814

Dutchess County

Clerks Office

Recorded the within Deed this twenty seventh day of January one thousand eight hundred and nineteen at eleven o'clock AM in Liber BB of Deeds Pages 217,218 & 219

Jacob Van Ness Clerk

Recording Fees & Certificate \$1.44 ½

Rec'd January 27 1819 at 11 o'clock AM

Dutchess County Clerk's Office

Recorded the within Deed this Twenty fourth day of January one thousand eight hundred and nineteen at 11 o'clock AM in Liber BB of Deeds on pages 217,218 & 219 Recording fees & Certificate \$1.44 ½

20b with the Privileges Profits and Hereditaments thereunto belonging to the said Party of the second Part his Heirs and Assigns and to his and their only use and Behoof forever And the said Dyer Throop for himself his Heirs Executors and Administrators covenants promises and agrees to and with the said Party of the second Part his Heirs and Assigns that the above bargained Premises with the Appurtenances now are free and clear and from all Judgements Executions Mortgages Charges or Incumbrances heretofore had obtained or issued – And also that the said Party of the second Part shall and may at all times hereafter quietly and peaceably have hold occupy and enjoy the Premises above bargained with the Appurtenances without the Lett Suit or molestation of any Person or Persons claiming or to claim the same – And further the said Dyer Throop for himself his Heirs Executors and Administrators the Premises aforesaid with the Appurtenances unto the said Party of the second Part his Heirs and Assigns shall and will warrant and forever by these presents defend – In Witness whereof the Parties to these Presents have hereunto set their Hands and /seals the Day and Year first above written

Sealed & Delivered

In Presence of

The Word “undivided” eleventh line first Page written on purpose

the Words “And runs thence North fourteen: first line of second page

written on [?] The word “Acres” fifteenth line of same also

The Word ‘chains’ five line from Bottom of same Page also ‘The Words “of Land” in last line of same page interlined all done

Before Executed

Peter Cantine Jn

Dyer Throop

Matthew Cantine

Catharine Throop

20c South Easterly Bounds of the Lands of Peter Hermance And runs thence North fourteen Degrees and thirty Minutes East forty six Chains along the Land of the said Petrus Heermance – Thence North Eighty one Degrees East fifteen Chains. Thence South fourteen Degrees and Thirty Minutes West forty six chains. Thence South Eighty one Degrees West fifteen Chains to the Place of Beginning Containing sixty four Acres. Also one other lot piece or Parcel of Land conveyed to the said William Vredenburgh by John Cole and Baily his Wife by Indenture bearing Date the thirteenth Day of January in the Year of our Lord one thousand seven hundred and ninety four and is therein as Beginning at a Stone set in the Ground on the South Side of the Road leading to Cantines Landing and runs thence as the Magnetic Needle now points South two Degrees and fifty Minutes East ten chains and fifty two links to a Stake – Thence due West this a marked line of Saplings through a Swamp ten Chains and seventy Links to a stake on the line of Cornelius T Elmendorf. Thence along said Line eight Chains and fifty Links to a Stake on the North Side of said Road – Thence on a straight Line to the Place of Beginning Contwining ten Acres and one quarter of an Acre comprehending therein eight Acres heretofore conveyed by the said Dyer Throop and Benjamin Throop to the said Party of the second Part and Situate in the Town of Red hook in the County aforesaid Also one other Lot Piece or Parcel of Land situate in the Town of Red hook in the County aforesaid conveyed to the said William Vredenburgh by Col Andries Heermance and Maria his Wife by Indenture bearing Date the tenth Day of April in the Year of our Lord one thousand eight hundred and one and is therein described as Beginning at an Apple Tree standing in the lands of Henry Benner and running from thence South twelve Degrees and thirty Minutes West to the North East Corner of the Farm originally possessed by the said William Vreedeburgh and running thence South seventy nine Degrees West to the North West Corner of the said Farm – Thence South seventy nine Degrees West four Chains to a Stake in a Swamp – Then North sixteen Degrees East nine chains and ninety eight Links t a Stone set in the Ground then North Eighty Degrees and forty five Minutes East eighteen chains and forty four Links to the Place of Beginning – Containing sixteen Acres and one half be the

same more or less – To Have and To Hold the said one equal individual [Mostly?] or half Part of all and singular the said Lot Pieces or Parcels of land and Premises Together

21a Know all men by these Presents, That Col Benjamin Throop and Dyer Throop late of the Town of Kinderhook in the County of Columbia & now of the Town of Rhinebeck in Dutchess County are – held and firmly bound unto Col Andries Heermance Capt Simon Heermanse and John Van Benthuyzen Executors of the last will and testament of William [Hardenburgh?] – in the sum of four thousand seven hundred and fifty dollars lawful money of the United States of America to be paid unto the said Andries Heermance Simon Heermance and John VanBenthuyzen their Executors, Administrators, or assigns; for which payment We bind ourselves and our Heirs, Executors, and Administrators, jointly and fiscally firmly by these Presents: Sealed with our Seals and dated the tenth day of May in the year of our Lord, one thousand eight hundred and seventy four

The Condition of this Obligation is such, That if the above bounden Benjamin Throop and Dyer Throop their Heirs, Executors, or Administrators, shall and do well and faithfully pay, or cause to be paid, unto the above named Andries Heermance Simon Heermanse and John Van Benthuyzen their Executors, Administrators or Assigns the sum of two thousand three hundred and seventy five dollars lawful money as aforesaid to wit Eleven hundred Eighty eight Dollars on or before the tenth day of May next and Eleven hundred and eighty seven Dollars the Residue on or before the first Day of May in the year one thousand eight hundred and nine with the lawful interest annually without fraud or delay, then this obligation to be void, otherwise to remain in full force and virtue

Sealed and Delivered

In the Presence of

Part of the 2. 3. h 4th

Line being first written one thousand

The word [?] & Eighty in the

[?]tion being also first written on [?]

Herman Hoffman [Henry/Harvey Lyle?]

Probable signatures of Benjamin Throop and Dyer Throop – parts of the page missing

21b Andreis Heermance

Simon Heermance

John Van Benthuisen

To

Benjamin Throop h.

Dyer Throop

Paid D 2375-00

22b To all to whom these presents shall come know ye that Dyer Throop the mortgagee within named, for the consideration of the sum of Two Hundred and ninety five Dollars, to me in hand paid & by Cornelius T Elmendorf, the receipt whereof is hereby acknowledged have granted, bargained assigned transferred over and by these presents also bargain assign transfer over unto the said Cornelius T Elmendorf his heir Executor Administrator & assign the within indenture of mortgage and all and singular, the premises & appurtenances Thereby granted & conveyed or inherited so to be and all the Estate right Title, interest property claim and demand whatsoever both in law and equity in and to the same premises, and every part and parcel thereof – To have and to hold the said Indenture of Mortgage, and all and singular, the said premises Thereby granted & conveyed, with the hereditaments and appurtenances the said Cornelius T Elmendorf his heirs Executors Administrators Assigns for ever In witness whereof I have hereunto set my hand and Seal the 3rd day of March in the year one thousand eight hundred and fifteen

Sealed and delivered

In presence of

[?] H. Hatch

[?] [?]

State of New York Co: Be it known that on the 3rd day of March 1815

Before me John W Wheeler one of the Masters in Chancery for said state personally assessed Dyer Throop to me personally known, who we know [?] that he had executed the above assignment as his voluntary act and Deed for the [?] therein named, and of having examination same, do allow it to be recorded

J W Wheeler

Master in Chancery

22c State of New York Co: Be it known that on the second day of November in the year one thousand eight hundred and fourteen – Before one John W Wheeler one of the Masters in Chancery for said State personally appeared Benjamin Throop the mortgager within named to me personally known, who acknowledged that he had executed the within indenture of mortgage as and for his voluntary act and Deed for the purpose of therein contained and having examined the same, and, finding no material activations or interlineations therein except those noted fore signing do allow it to be recorded

John W Wheeler

Master in Chy

22d Benjn Throop

To

Dyer Throop

Mortgages

\$2.66

Dutchess County Clerks Office

Recorded the within

Mortgage this Eleventh day

Of April one thousand eight

Hundred & fifteen at four

o'clock PM in LibW p 231

Rob Baldino

Dep Clerk

Received April 11th 1815 at

Four o clock PM

23b State of New York. On the seventh day of October in the year of our Lord one thousand eight hundred and fifteen before me John Cox Junr one of the Masters in the Court of Chancery in and for the State aforesaid personally appeared the within named Benjamin Throop and Susannah his wife known by me to be the same persons described in and who executed the within Deed and severally acknowledged that they executed the same for the uses and purposes therein mentioned, and I having examined the said Susannah privately and apart from her said husband she acknowledged that she executed the said within

Deed of her own free will and accord without fear or compulsion of her said husband, and having inspected the said Deed and finding no material alterations therein except such as are noted to have been done before the execution. Do allow the same to be recorded

John Cox Junr

Master in Chancery

24a *printed ad*

24b Advertisement of two farms

25a *printed ad*

25b Advertisement of farm

