

2 Dec.

Martin Lasher and
Mary his wife and
Thomas & Nelson Mortgages

10

John & Loece & others

Dec 28 Release
Data Oct 23 1893

At N

8

31 Dec. 3

10.10 a. 27 1/2 Accts

John & Loece

Filed Oct. 31 1893
1010 a/c

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This Indenture and Deed made the
23^d day of October A.D. 1893 Between Martin Lasher
and Mary his wife Party of the first part. and
John E. Lozee, Edgar C. Perrine, Ella Mooney and
George S. William E. and Helen S. Knickerbocker heirs at law
and devisees of Catharine E. Knickerbocker Deceased
Parties of the second part

Whereas the said Martin Lasher is the owner of the
Lot and Premises situated at the Village of Upper Red Hook in
the Town of Red Hook County of Dutchess and State of New York,
firstly described in that certain Deed bearing date April 1st
A.D. 1871 Executed by Alexander Boice and Christina his
wife, to him, whereon his Hotel, Barn Shed and other
outside structures are now located, which Barn Shed and
outside structures are deemed by all the Parties hereto, to
have been inadvisedly there located, and the use of the same
there to be obnoxious, and also to be objectionable to the view
of the parties of the second part at and from their several
proximate residences, And all the parties hereto deeming
as they do, that a removal of said Barn Shed and outside
structures would be generally regarded as a public
improvement, in to and around that part of said Village
where said Lot and Premises are situated, so that the
part and portion of the same hereinafter mentioned and
described may be restored to its former condition as a
"Green" as in said Deed called, and Without
impairment however of the vested Fee and possession of
the said Martin Lasher his heirs and assigns under and by

virtue of said Deed, but restricted as to him and them in the use of the same as is hereinafter stated

Now this Indenture and Defeasance Witnesseth,
That the said party of the first part in consideration as aforesaid and of the sum of Five Hundred Dollars (\$500⁰⁰) to them duly paid by the parties of the second part have agreed and Covenanted and hereby do agree and Covenant to and with said parties of the second part jointly and severally and to and with the heirs and assigns of the parties of the second part who may come to own and hold the premises which they respectively now own and hold in view of and proximate as aforesaid, to said Barn Shed and outside structures, as follows viz

X Firstly, That the party of the first part shall and will remove said Barn, Shed, outside Structures, and the foundations of same and the fences and enclosures at or about the same, from said Lot and Premises within thirty days from the date hereof, and that no other Building Buildings Fences or Structures of any kind or description shall be placed or erected in lieu or in place of same, on any part or portion of said Lot and Premises southerly from a descriptive Line across the Lot, that is to say, a Line running and to run Thirty Feet Southerly from and parallel with the Southerly or End Foundation Wall of the Hotel Building, Except that a one story Wood House and outhouse combined, twelve feet by fifteen feet may be erected in the Northwestly Angle made vacant by such removals, and to stand

the fifteen way on said descriptive line and not otherwise
Secondly, That the party of the first part, shall and
will within Six months then next ensuing, grade level
and sow with suitable grass seed, the part and portion
of said lot and premises made vacant by such
removals, to the end that all that part of said lot and
premises, except as aforesaid, southerly from said
descriptive line, be restored as a "Green" and to be
so kept and maintained for all future time, and to
the just and true fulfilment of the aforesaid covenants
and agreements the said Martin Lasher hereby binds
himself and his heirs and assigns

Thirdly, The said Martin Lasher for himself and his
heirs and assigns, hereby submits himself and them to the
jurisdiction and to such compulsory and restraining
judgment of the Supreme Court as the parties of the
second part their respective heirs and assigns, may
equitably invoke or demand, to compel the specific
performance on his part and on the part of his heirs and
assigns, of the covenants and agreements hereinbefore
mentioned and contained

X And Thomas H Nelson as Mortgagee of said
Lot and Premises at the request of the said party of the
first part, by his signature hereto, consents to the
removal by the said Martin Lasher of the Barn Shed
and Structures as aforesaid, and that the "Green" to
the extent above specified, be restored and held and
kept in manner and form aforesaid and its use by