Deed of Killian van Rensselaer to Barent Pieterse Coeymans and Andries Coeymans 1706-10-22 Albany County Deed book 8, pages 209-212

Note: recorded 28 June 1770; signed by Andries Coeymans, so infer that it was done from his copy, not the original which, if an actual deed, ought to have been signed by Killian Van Rensselaer. However, the text records a yearly rent payable to Van Rensselaer, so this is not a deed of sale in fee simple, but resembles more a copy of a lease.

[209]

This Indenture made this two and twentyeth Day of October, In the fifth year of the Reign of our Sovereign Lady Anne of England and Scotland, France and Ireland Queen Defender of the Faith &c. Annog, Dom. 1706. Between Killian Van Rensselear of the Mannor of Rensselearwick in the County of Albany Esqr. of the one Part and Barrant Peiterse Coyman and Andries Coyman of the same Place veomen of the other Part, Witnesseth that the said Killian Van Rensselear for and in Consideration of five Shillings and a further Competent Sum of Money Current money of New York to him in Hand paid by the said Barent Pieterse Coyman and Andries Coyman at or before the Ensealing and Delivery of these Presents the Receipt whereof is hereby acknowledged and for divers? other /Good C rege? &/ Valuable Considerations him thereunto Especially moving he the said Killian Van Rensselear hath Granted Remised released guitt-Claimed and Confirmed and by these presents doth fully clearly and absolutely Grant remise release quitt Claim and Confirm unto the said Barent Peiterse Coeyman and Andries Coyman their Heirs and Assigns for ever in the Actual Possession of the said Barent Peiterse Coyman and Andries Coyman now being, All that Tract of Parcell of Land Scituate on the West side of Hudsons' River in the Mannor of Rensselearwick in the County of Albany beginning on the bank or Shore of the said River due West and by North and half a point more Northerly from the Middle of Neesies or Jan Reyerss' Island lying in the said River and to Extend from the said River into the Woods the same course twelve English Miles and from thence to runn South and by West and half a point more Westerly to the Southmost bounds of the said Mannor and from thence to the Bounds of the said Mannor run to the River aforesaid Excepting always out of the premisses hereby granted released and confirmed one certain peice or Parcell of Land with its appurtenances part of the Premisses lying on the Mainland due West and by North and half a point more Northerly from the Southermost half of Neesies or Jan Reverses Island aforesaid and runs from the River half an English Mile into the Woods and so Extend down the Streand of the said River untill the Southermost point of that Island bears East and by South and half a point more Southerly, together with all and Singular houses Outhouses, Edifices Buildings Barns Stables Orchards Gardens Lands Meadows Pastures Feedings Comons and Comon of Pasture Woods Underwoods Waters Watercourses Fishings Ways Easements Profits Comodities Hereditaments and Appurtenances whatsoever to the said Tract Peice of parcell of Land to any Part or parcell thereof belonging or in any wais appurteineng, And all the Estate Right Title Interest use trust property claim and Demand whatsoever either in Law or Equity or otherwise howsoever of him the said Killian Van Rensselear of in or to the said Premises and every Part and Parcell thereof and the Reversion and Reversions Remainder and Remainers Rents Issues and Profitts thereof, and of every Part and Parcell thereof, To have and to hold the said Tract Peice or Parcell of Land (Except as before Excepted) and all and Singular other the Premises herein before Granted, Released and Confirmed or meant mentioned or Intended to be hereby Granted, Released and Confirmed and every Part and Parcell thereof with their and every of their Appurtenances unto the said Barent Peiterse [210] Coeyman and Andries Coyman their Heirs and Assigns to the only pro[*fit*?] and Behoof of the said Barent Peiterse Coyman and Andries Coyman t[hier heirs] and Assigns for ever (Yielding and paying therefore yearly and every year unto the said Killian Van Rensselear his heirs or Assigns the yearly Rent or Sume of Nine Shillings Currant Money of New York at or upon the feast of St. Michael the Archangel in lieu of all other rents dues duties and Services for or in Respect or the Premises or any Part or Parcell thereof, And the said Killian /Van/ Ransslaer for himself his Heirs and Assigns the before mentioned granted Premises with the Appurtenances unto the said Barent Peiterse Coyman and Andries Coyman their

Heirs and Assigns against him the said Killian Van Rensslear his Heirs and Assigns and against all and every other Person or Persons claiming or to claim by from or and any of the Ancestors' of him the said Killian Van Ransslaer shall and will Warrant and for ever Defend, And the said Killian Van Rensslaer for himself his Heirs Executors and Administrators and every of them doth Covenant Grant and agree to and with the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns and every of them by these Presents in manner and forms following (that is to say) That it shall and may be Lawfull to and for the said Barent Peiterse Coeyman and Andries Coeyman their Heirs and Assigns from time to time and at all and every time and times hereafter (according to the purport true intent and meaning of these Presents) peaceably and quietly have hold use occupy possess and enjoy to his and their own proper use and Behoof the aforesaid Tract Peice or parcell of Land and all and Singular other the? Premises herein before Granted Released and Confirmed or meant mentioned or intended to be herein and hereby Granted Released and Confirmed and every Part and Parcell thereof (Except as before Excepted) with their and every of their Appurtenances without any Lawful lett Suit trouble denial Evitton? interruption claim or Demand whatsoever of him the said Killian Van Rensslaer his Heirs or Assigns or the Ansesstors of the said Killian Van Rensslaer or any other Person or Persons whatsoever claiming or to Claim any Estate Right Title of Interest of in to or out of the said Premises of any Part or Parcell thereof by from or under him them of any or either of them, And that free and Clear and freely and Clearly acquited Exonerated and Discharged of and from all and all manner of former and other Gifts Grants Bargains Sales Feoffments Loans Jointures Dowers Fines Forfeitures Amerciaments Judgements Extents Executions Rents and Arrearages of Rent and of and from all other tithes Troubles Charges and Incumbrances whatsoever had made done comitted or suffered by the said Killian Van Ransslaer or any of his Ancesstors or his or their Heirs or Assigns or any other Person or Persons lawfully Claiming or to Claim by from or under them any or either of them, And also that as the said Killiam Van Ransslaer his Heirs and Assigns shall and will from time to time and at all times hereafter save harmless and keep Indempnifyed the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns and every of their Goods and Chattells of and from all and every Distress and Distresses for Rent or arrears of Rent due or to become due to her Present Majys. her Heirs and Successors for or in Respect of the said Mannor of Ransslaerwick, And further that it shall and may be lawful to and for the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns [211] Serv.ts and Occupiers of the before mentioned premises from time to time and at all and every time and times hereafter to cutt fell drive and carry away, all such Timber and Timber-Trees now growing standing or being or hereafter to be growing Standing or being in and upon the aforesaid Mannor of Ransslaerwick to the Southermost Part of a certain Place called Bethlems Creek they the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns Tenants and Occupiers paying unto the said Killiam Van Ransslaer his Heirs and Assigns such Sume and Sums of Money yearly or otherways as shall from time to time be paid to the said Killian Van Ransslaer his Heirs and Assigns by the Owners Tenants or Occupiers of the Mill called the Ryckmans Mill, And also the said Killian Van Ransselaer for himself his Heirs, Executors and Administrators doth Covenant promise grant and agree to and with the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns by these Presents that if it should happen that any of the now Improved Grounds of the said Barent Peiterse Coyman and Andries Coyman or either of them should on running the lines aforesaid be found to be to the Northward of the first mentioned line that then and in such Case the said Killian Van Ransslaer or his Heirs shall on Reasonable request and at the Costs and Charges of the said Barent Peiterse Coyman and Andries Coyman their Heirs Executors Administrators or Assigns release and Confirm the same Improved Grounds to to the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns for ever, And likewise one Hundred Acres of Land lying on the Creek there and west adjoining to some Improved ground aforesaid, And lastly that he the said Killian Van Ransslaer his Heirs and Assigns and every of them shall and will from time to time and at any time within the Space of ten years next Ensuing the Date hereof upon the Request and at the Costs and Charges in the Law of the said Barent

Peiterse Coyeman and Andries Coyman their Heirs and Assigns do make levy acknowledge Execute and Suffer or Cause to be done made Levyed acknowledged Executed and Suffered all and every such further and other reasonable Act and Acts Deed and Deeds Conveyances and Assurances in the Law whatsoever, for the better and more absolute Conveying Assuring and Confirming of the before mentioned premises with their and every of their Appurtenances hereby Granted released and Confirmed or mentioned or Intended to be hereby Granted released and Confirmed and every Part and Parcell thereof (Except as before Excepted) unto the said Barent Peiterse Coyman and Andries Coyman their Heirs and Assigns to the use of the /said/ Barent Peiterse Coyman and Andries Coyman their Heirs or Assigns or his or their Councill Learned in the Law as shall be reasonably devised advised or required so as Nothing in such Act or Assurance Extend to or comprize any further Warranty than in these Presents Contained, And so as no person or persons so required be Compelled or Compellable to travell above Ten [212] Miles from his or their usuall places of abode for doeing thereof, In Witness whereof the Parties first above named to these Present Indentures Interchangably have set their Hands and Seals the Day and Year first above Written.

Andries Coeyeman L.S.

Sealed and Delivered by the within named Andries Coyman in the presence of (w, nicoll Abrah: Governieur Tho: George) Be it remembered that on the fifth Day of June in the year of our Lord one Thousand seven Hundred and Seventy John R. Bleeker Esqr. one of the Alderman of the City of Albany Personally appeared before Jacob C. Ten Eyck Esqr. one of the Judges of the Inferior Court of Common Pleas held for the City and County of Albany who being duly sworn made Oath that he is very well acquainted with the Hand and Writing of Andries Coeman who Executed the within Deed and that he verily believes that the Name Andries Coeman is the proper Hand Writing of the said Andries Coeman and I have carefully perused the said Instrument and find therein no material razures or Interlineations allow the same to be Recorded

Jacob C. Ten Eyck Judge I do hereby Certify that the aforegoing record is a true Copy of the Original Car.d? & Compared the 28th(?) of June 1770 Step: Delaneey Clerk