

...in the presence of us, in the full view and hearing of us, and of the said six justices before execution, James Strong, Master in Chancery.

On the twentieth day of December in the year of our Lord one thousand eight hundred & thirteen personally appeared before us James Fleming & Maria Matilda Fleming his wife, to us known to be the persons intended in the within deed, and the said James acknowledged that he executed the within deed freely & delivered the same as his voluntary act & deed & for the purposes within mentioned, and the said Maria Matilda being examined separate and apart from her husband confessed that she executed the within deed freely and without any fear or compulsion on the part of her said husband of all which being satisfied & the material alterations being duly noted I allow said deed to be recorded.

JAMES STRONG, Master in Chancery.

THIS INDENTURE Made the sixth day of February in the year of our Lord one thousand and seven hundred and eighty nine BETWEEN STEPHEN VAN RENSSELAER Esquire, Proprietor of the Manor of Rensselaerwyck in the County of Albany and State of New York of the first part and Volkart M. Voeder of the Normans Kill in the County of Albany Esq. of the second part WITNESSETH That the said Stephen Van Rensselaer for and in consideration of five shillings to him in hand paid by the said party of the second part the receipt whereof he doth hereby acknowledge and also for and in consideration of the yearly rents covenants and conditions hereinafter contained on the part of the said party of the second part his heirs executors and administrators to be paid kept and performed hath granted bargained, sold, remised, released, and confirmed and by these presents doth grant, bargain, sell, remise, release, and confirm unto the said party of the second part and to his heirs and assigns,

ALL that farm, piece or parcel of land situate lying and being in the Manor of Rensselaerwyck aforesaid and bounded as follows to wit at a place called the Normans Kill beginning at the southwest corner of a square of land awarded on a submission of controversies to be the bounds of a patent granted to Jan Hendrickse, Van Bell and runs thence along the same south fifty degrees & thirty nine minutes east fourteen chains to the Vly Kill then up along the south side of the said Kill to Omie Lagrange line near the falls then along his line north three chains & eighty links then north sixty five degrees & twenty four minutes east six chains & fifty links then north thirty two degrees & twenty four minutes east six chains & fifty links then north thirty two degrees and thirty six minutes west nine chains and thirty links then north twenty degrees & thirty six minutes west twenty one chains then north eleven degrees & thirty minutes west about one hundred & ten chains unto the southwest corner of a tract of land heretofore conveyed by Stephen Van Rensselaer Esq. deceased to Jacob Trunk deceased of course north fifty five degrees east then north fifty five degrees east forty seven chains & eighty links until it reaches the southeast corner of the before mentioned tract of land then along the said line north twelve degrees & thirty minutes west six chains then north sixty three degrees east two chains & seventy eight links then north thirty four degrees east nine chains thirty eight links then north eighteen degrees west eight chains then north fifteen degrees east two chains & sixty five links then north forty degrees west eleven chains & six links then north fifty two degrees east sixteen chains & twenty links until the northeast corner of the before mentioned square bears south thirty degrees & thirty minutes east then south thirty degrees & thirty minutes east about one hundred & twenty three chains to the northwest corner of the square then along it south thirty nine degrees and twenty one minutes west one hundred & thirty chains to the beginning estimated at eleven hundred & fifty seven acres, excepting out of the granted piece

Recorded and compared this 25th day of February 1814, at 12 M. S. Vischer, D. C. L.

of land supposed to contain about five morgen as it is now held in possession by Andrew Treax.

To Have and to hold the said farm, piece or parcel of land with all the appurtenances except as hereinafter excepted unto the said party of the second part his heirs and assigns to the only proper use and behoof of the said party of the second part his heirs and assigns forever Yielding and paying therefor yearly and every year during the continuance of this grant unto the said Stephen Van Rensselaer his heirs and assigns the yearly rent of thirty sheeples of good merchantable winter wheat & four fat fowls, to be delivered at the Mansion house of the said Stephen Van Rensselaer his heirs or assigns in the said Manor & perform one days service with carriage & horses in and upon the said second day of January in each year and the said party of the second part for himself, his heirs, executors administrators and assigns doth covenant grant and agree to and with the said Stephen Van Rensselaer his heirs and assigns that he the said party of the second part his heirs executors, administrators and assigns shall be bound to take well and truly pay or cause to be paid unto the said Stephen Van Rensselaer his heirs and assigns the yearly rent above reserved at the days and times and in manner aforesaid and will also well and truly discharge and pay all taxes, charges, and assessments ordinary and extraordinary taxed, charged or assessed and which may be hereafter taxed, charged or assessed to or upon the said hereby granted premises or upon any part or parcel thereof or upon the said Stephen Van Rensselaer his heirs executors, administrators and assigns by any act of the Legislature or by county rates or otherwise howsoever for or in respect of the said premises or any part thereof and indemnify the said Stephen Van Rensselaer his heirs, executors administrators and assigns of from and against any damages costs and charges which he or they or any of them may sustain or be put to by reason of any neglect in the due and punctual discharge and payment of the said taxes, charges and assessments and the said Stephen Van Rensselaer doth hereby further save and reserve unto himself, his heirs and assigns the one equal fourth part of all purchase or consideration monies or other things in lieu thereof arising or that may arise by or from the selling demising assigning or any how disposing of the premises hereby granted or any part thereof by the said party of the second part his heirs executors administrators or assigns; and when and as often as the same shall be sold, demised, assigned, or otherwise, disposed of and the said party of the second part for himself, his heirs, executors, administrators and assigns doth covenant, grant and agree to and with the said Stephen Van Rensselaer his heirs and assigns that he they will well and truly pay or deliver unto the said Stephen Van Rensselaer his heirs or assigns the said one equal fourth part of the said monies or other things in lieu thereof accruing or which may arise by from or out of every such sale demise, assignment or other disposition aforesaid and further that prior to any such sale demise assignment or other disposition aforesaid the said party of the second part his heirs or assigns shall and will make an offer in writing unto the said Stephen Van Rensselaer his heirs or assigns of the said premises or of such part thereof and for such estate therein as the said party of the second part his heirs or assigns shall intend to dispose of specifying the same and the price value or consideration which he the said party of the second part his heirs or assigns is or are willing to take for the same and if the said Stephen Van Rensselaer his heirs or assigns or his or their part shall within twenty one days after such offer made as aforesaid agree to take and accept the said premises or the part thereof so offered at the price value or consideration specified, in such offer and shall within the same twenty one days pay or deliver such price value or consideration after deducting thereout the said one equal fourth part thereof and the arrears of rent if any there be unto the said party of the second part his heirs or assigns then and in such case the said party of the second part his heirs or assigns shall and will forthwith after such payment or delivery made well



and sufficiently convey and assure, unto the said Stephen Van Rensselaer his heirs or assigns the said premises or the part thereof so offered and for such estate therein as shall have been in that behalf specified, provided always that if the said Stephen Van Rensselaer his heirs or assigns shall not within the same twenty one days for that purpose limited agree to take and accept the said premises or the part thereof so offered as aforesaid at such price value or consideration as aforesaid and shall not within the same twenty one days pay or deliver such price value or consideration after such deduction thereout as aforesaid unto the said party of the second part his heirs or assigns then it shall be lawful for the said party of the second part his heirs or assigns to sell demise, assign or otherwise dispose of the said premises or the part thereof so offered unto any person or persons whomsoever. Provided Nevertheless and these presents are upon this express condition that every sale demise assignment or other disposition of the said premises hereby granted or any part thereof by the said party of the second part his heirs or assigns to any person or persons other than to the said Stephen Van Rensselaer, his heirs or assigns or other than by process or compulsion of law for the consideration of Money or other things in lieu thereof shall be utterly void and of no effect in law or equity unless such offer thereof shall have been made and not accepted and complied with as aforesaid and unless the said party of the second part his heirs or assigns or the person or persons to whom such sale or assignment or other disposition shall have been made shall within twenty one days thereafter well and truly pay or deliver unto the said Stephen Van Rensselaer his heirs or assigns the said one equal fourth part of the said price value or consideration for which the said premises or any part thereof as the case may be shall have been offered to the said Stephen Van Rensselaer his heirs or assigns together with all arrears of rent which may be then due. Provided further and these presents are upon this further condition that every sale of the said premises or any part thereof by process of law against the said party of the second part his heirs executors, administrators or assigns shall also be void and of no effect unless the purchaser or purchasers thereof shall within twenty one day after such sale pay unto the said Stephen Van Rensselaer his heirs or assigns a sum of money equal to one fourth part of the sum for which the said premises or the part thereof so sold shall be struck off or sold by virtue of such process to the said purchaser or purchasers. Provided also and these presents are upon this further condition that the said party of the second part his heirs or assigns shall not at any time hereafter erect or permit or cause to be erected any mill or mill dam or any other work or building whatsoever upon any kill creek, stream or run of water in or upon the premises hereby granted and further shall not at any time hereafter commit any waste of any kind or nature whatsoever and the said party of the second part his heirs, executors or administrators and assigns doth covenant grant and agree to and with the said Stephen Van Rensselaer his heirs or assigns that neither the said party of the second part his heirs nor assigns shall or will give or cause to be given any manner of let hindrance or obstruction whatsoever to the said Stephen Van Rensselaer his heirs or assigns to the prejudice of any or either of them in the full enjoyment of all the rights titles, privileges and easements saved, reserved and accepted unto the said Stephen Van Rensselaer his heirs and assigns by the savings reservations and exceptions in these presents contained. And the said Stephen Van Rensselaer for himself, his heirs and assigns doth hereby covenant grant, and agree to and with the said party of the second part his heirs and assigns that they and each of them paying the rent aforesaid and performing fulfilling and keeping all and singular the covenants conditions and agreements herein contained on his or their and each of their parts to be performed fulfilled and kept shall and may lawfully peaceably and quietly have hold, possess occupy and enjoy the premises hereby conveyed and every part thereof with the appurtenances except as before excepted unto the said party of the second part his heirs & assigns without any let suit trouble, eviction, hindrance or molestation or disturbance of by or from

the said Stephen Van Rensselaer or of or from any person or persons whatsoever lawfully claiming or to claim the same by from or under him the said Stephen VAN Rensselaer and that he the said Stephen Van Rensselaer and his heirs shall and will hereby warrant and defend the said premises to the party of the second part his heirs and assigns against any person or persons lawfully claiming the same. Provided always nevertheless that if it shall so happen that the rent above reserved or any part thereof shall be behind or unpaid by and for the space of forty days next after the said days of payment that then and in every such case it shall and may be lawful to and for the said Stephen Van Rensselaer his heirs and assigns or any of them at the option of the said Stephen Van Rensselaer his heirs or assigns or either to prosecute for the recovery of the same in some court of record or in person or by his or their servant or servants bailiff or bailiffs into the whole or any part of the premises to enter and there to distrain and the distress so taken to lead, drive, and carry away and the same to expose to sale at public vendue and out of the monies therefrom arising to deduct the rent then due and in arrear together with the costs of distress and sale and to return the overplus if any there be unto the said party of the second part his heirs or assigns; and provided further and these presents and everything herein contained are upon this express condition that if it should at any time happen that insufficient distress can be found upon the premises to satisfy such rent due and in arrear as aforesaid or of any or either of the covenants and conditions herein before contained on the part of the said party of the second part his heirs and assigns to be performed fulfilled and kept shall not be performed fulfilled and kept or shall be broken then and in each and every such case and from thenceforth and at all times thereafter it shall be lawful to and for the said Stephen Van Rensselaer his heirs and assigns or any of them into the whole of the hereby granted premises and into every or any part thereof in the name of the whole to re-enter and the same as in his and their former estate to have again re-possess and enjoy and the said party of the second part his heirs and assigns and all others thereout and from thence utterly to expel put out and above this indenture or anything herein contained to the contrary hereof in anywise notwithstanding.

IN WITNESS WHEREOF the parties hereunto their hands and seals have subscribed and set the day and year first above written.

Sealed and delivered in the presence of Stephen Van Rensselaer, L.S.

N.B. The eight lines after the eighteenth line Volkert Veeder, L.S.

were erased Thos. Hun, Abm. Hun, Resealed and redelivered the word sixth on the first line being first wrote an erasure in presence of Thos. Hun, John Glen.

Be it remembered that Stephen Van Rensselaer Esquire for and in consideration of the sum of five shillings of lawful money of the State of New York to him in hand paid by Volkert Veeder, at or before the sealing and delivery of this endorsement the receipt whereof the said Stephen Van Rensselaer doth hereby acknowledge & thereof and therefrom & from every part and parcel thereof doth hereby acquit, release & discharge forever by these presents the said Volkert Veeder his executors, administrators & assigns hath remised, released & forever quit claimed and by these presents for himself, his heirs, doth fully, clearly and absolutely remise, release & forever quit claim unto the said Volkert Veeder his heirs and assigns all such right, estate, rents, services and demands whatsoever as he the said Stephen Van Rensselaer had or ought to have if this endorsement had never been made of in and to the premises in the within written indenture contained by any ways or means unto the said Volkert Veeder his heirs and assigns to the only proper use & behoof of the said Volkert Veeder his heirs and assigns forever, so that neither the said Stephen VAN Rensselaer nor his nor any other person or persons for him or them or by his or their name or in the same right

Recorded and compared this 25 day of February, 1814, at 12 M.

S. Vinckler, Dy. Clk.

or stead, of any of them shall or will by any ways or means hereafter have claim challenge or demand any estate, right, title, interest, rents or services of in or to the within mentioned premises or any part or parcel thereof but from all and every action, right, estate, title, interest or demand of in or to the said premises or any part thereof they and every of them shall be utterly excluded & Barred forever by these presents.

IN WITNESS WHEREOF I have hereunto set my hand & seal this seventh day of February 1939.

Stephen Van Rensselaer .L.S.

Sealed & delivered in the presence of, the dates being altered before execution & the words in the last line after the word this till the word seventh first struck out, Abm. Hun, Thos. Hun, State of New York; ss

ON the sixteenth day of October in the year one thousand eight hundred & thirteen before me came Stephen Van Rensselaer to me known & acknowledged duly to have executed the within indenture & the above quit claim as & for his proper acts and deeds & knowing him to be the person described in & executing the within & the above, finding no erasing or alterations except those notified I allow the within indenture & the above instrument to be recorded.

Jno. J. Swetsen, Master in Chancery

THIS INDENTURE Made the twenty fifth day of July in the year of our Lord one thousand eight hundred and fourteen BETWEEN ANTHONY VAN BERGEN of the County of Green & Clarine his wife, of the first part and JOHN TAYLOR of the City of Albany Esquire of the second part WITNESSETH that the said party of the first part for and in consideration of the sum of Ten dollars lawful money of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged hath granted, bargained, sold, remised, released, aliened, and confirmed and by these presents doth, grant, bargain, sell, remise, release, alien, and confirm unto the said party of the second part and to his heirs and assigns forever.

A L L that undivided sixth part of a lot of ground containing one acre and lying and being in the second Ward of the City of Albany and bounded as follows: ON the north by Lion Street on the south by Deer Street on the west by Lark Street and on the east by a lot of ground formerly owned by the heirs of Thomas Williams deceased but now owned by the heirs of John Stevenson of the City of Albany which said lot of ground or part thereof was conveyed to Marte Mynderse of the City of Albany and the other part thereof was conveyed by the Minister, Elders and Deacons of the Reformed Protestant Dutch Church of the City of Albany to Anthony Van Bergen, Henry Van Bergen, Harmanus Cuyler, now deceased and Elizabeth his wife, and Peter Van Bergen bearing date the eight day of June in the year one thousand seven hundred and ninety reference to the said conveyance may more fully appear.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part either in law or equity of in and to the above bargained premises with the said hereditaments and appurtenances To have and to hold the said undivided sixth part of the aforesaid lot with the appurtenances thereunto belonging to the said party of the second part and his heirs and assigns to the sole and only proper use benefit and behoof of the said party of the second part his heirs and assigns forever. And the said party of the first part for themselves their heirs, executors, and administrators doth covenant, grant, bargain, remise and agree to and with the said party of the second part his heirs and assigns to warrant and forever to defend the above bargained premises and every part and parcel thereof now being in the quiet and peaceable possession of the said party of the second part against all and every other person or persons claiming or to claim the said premises or any part thereof.

IN WITNESS WHEREOF the said parties of the first part have