

Transcription

Deed for the Upper Mill – Frederick Philipse (1720-1785) and William Pugsley, June 2, 1761

This indenture made the Second day of June in the first year of the (manuscript torn) Lord George the Third by the grace of God of Great Britain France and Ireland King Defender (manuscript torn) – que Domini one thousand seven hundred and sixty one BETWEEN Frederick Philipse of the (manuscript torn) – burgh Esqr. Of the first Part and William Pugsley of the said Manor of Philipsburgh in the (manuscript torn) Chester Yeoman of the Second part WITNESSETH that the said Frederick Philpse or and (manuscript torn) of the yearly Rents and Covenants herein after Reserved and Contained which on the part and behalf of the said William Pugsley his Executors and Administrators are to be paid Reserved and Performed Hath Demised Granted and to farm letters and by these presents Doth demise grant and to farm let unto the said William Pugsley all that certain Corn Mill or Grist-Mill with three pair of Millstones called and known by the name of the Upper Mills in the Manor of Philipsburgh in the County of West Chester together with the dwelling house Barn Storehouse Negro house and all other buildings adjoining to the same. And also that certain Tract or Parcel of Land Bounded to the Northward by the Long Swamp for the East and West line of the said farm and to the South by the Church land (excepting and reserving the Land whereon the Dutch Church stands and also the Burial ground thereunto belonging which the said William Pugsley his Heirs or Assigns are not to inclose and also excepting and reserving all the Locust Trees and one half of (manuscript torn) Cedar Trees on the said Premises with free liberty to the said Frederick Philipse and his Heirs to cut do(w)n and transport the same also all Toll Custom & profit for Grinding of Corn & Grain whatsoever & all and singular Mill Ponds Pools Mill Dams Stanks Banks Ponds Streams Waters Water Courses Rivers Fishing Places Ways Paths Passages Easements Profits Commodities Advantages Emoluments Barns Stables Outhouses Gardens Orchards and Appurtenances whatsoever to the said Mill and other the premises by these Presents Demised and Granted belonging or Appertaining unto or with the same now or any time hereafter used occupied or enjoyed TO HAVE AND TO HOLD the said Mill Millstones Dwelling house Negro house Farm Wood Land Toll Custom and all and singular other the Premises unto the said William Pugsley his Executors Administrators and Assigns from the first day of Janu (ary) last past for and during the full end and Term of Thirty one years thence next ensuing and fully to be compleat & ended Yielding and paying therefore yearly & every year during the said Term unto the said Frederick Philipse his Heirs and assigns the yearly Rent or sum of two hundred Pounds Current Money of New York in and upon every First day of January yearly and every year during the said Term. And if it shall happen that the said yearly Rent above reserved or any part thereof shall be behind & unpaid in part or in all by the space of twenty one days next after the said days appointed for payment thereof then and from thenceforth it shall and may be lawful to and for the said Frederick Philipse his Heirs and Assigns into the said Mill and Premises or any part thereof in the name of the whole to reuter and the same to have again

repossess and enjoy as his and their former Estate or Estates any thing herein contained to the contrary notwithstanding. And the said William Pugsley for himself his Executors Administrators and Assigns Doth Covenant and Grant to and with the said Frederick Philipse his Heirs and Assigns in manner and form following that is to say that he the said William Pugsley his Executors Administrators or Assigns shall and will well and truly pay or cause to be paid unto the said Frederick Philipse his Heirs or Assigns the said yearly Rent or Sum of two hundred Pounds at the Days and (manuscript illegible) above expressed according to the true Intent and meaning of these presents and further that he the said William Pugsley his Executors Administrators or Assigns shall not & will not at any time during the Term hereby Granted Premises except such wood as shall be cut down by him or his Executors Administrators or Assigns in the clearing of the said Lands f(--)
Tillage or Meadow nor in that case shall he or his Executors Administrators or Assigns sell or Transport any Chestnut Wood off the Premises nor cut down or destroy, except as aforesaid, any wood or Timber upon the said Premises more or other than shall be used and employed for and towards the Reparation & amendment of the Mill Messuage Barn & Buildings aforesaid and also of all the Gates Posts Pales & Rails belonging to the Demised Premises and also sufficient Estovers for Carts Waggons Ploughs & Harrows & other necessary Implements of Husbandry to be used and employed on the aforesaid Premises and not otherwise and also wood sufficient for the fire and likewise that he the said William Pugsley his Executors Administrators & Assigns shall & will during the said Term of Thirty one years, sufficiently keep maintain & sustain the said Mill Dwelling house Negro house Barn and other the Edifices and fences whatsoever on the said Premises and shall & will at the end of the said Term leave the Mill Appurtenances and Premises aforesaid well and sufficiently repaired & amended without fraud or deceit and the said Frederick Philipse for himself his Heirs and Assigns Doth Covenant & Grant to and with the said Willaim Pugsley his Executors Administrators & Assigns well and truly paying observing performing & fulfilling all and singular the Covenants Grants payments and agreements on his & their parts to be paid kept observed performed & fulfilled shall and my during the said Term hereby granted peaceably & quietly have hold occupy possess & enjoy all and singular the said hereby demised Premises with the Appurtenances without the Let trouble hinderance Molestation Interruption or denial of him the said Frederick Philipse his Heirs or Assigns or any other Person or Persons claiming or to claim by from or under him IN WITNESS Whereof the parties to these presents have Interchangeably set their hands and Seals the day and year first above written

[The small insignia with SHR that appears here before the signatures was imprinted years ago by staff of Sleepy Hollow Restorations, the precursor of Historic Hudson Valley.]

FRED. Philips (seal)

William Pugsley(seal)

[The following was added to the back of the third page of the document in 1784 in different handwriting.]

Be it Remembered that I the within named William Pugsley of West Chester County, for & in Consideration of the sum of Six hundred and fifty Pounds to me in hand paid by Gerrard G Beekman Junr. at or before the ensealing & delivery of this Endorsement, the Receipt whereof I herby acknowledge, and myself fully satisfied, have for me my Heirs, Executors & administrators, granted bargained sold assigned transferred & set over & by these presents do grant bargain sell assign Transfer and set over unto the said Gerrard G Beekman his heirs Executors administrators and assigns the within lease and all & singular, the messuages, mills and Tenements, Heriditaments & premises within mentioned to be demised & granted to me & likewise all my Right title Interest claim property possession and demand of in or to the same, which now have or Hereafter should or Ought to have or Claim of in or to the same, Either by force Virtue or means of the within written Indenture or by any means Whatsoever.

Witness my hand & seal this Sixth day of July 1784 --

WILLIAM PUGSLEY (Seal)

Witnesses present

William Paulding
William Davids