12-24-1828

Indenture Sarah Sabina Kean with Jared Nelson and Elihu Price, Jr., December 24, 1828

Sarah Sabina Kean

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This Indenture made the twenty-fourth day of December in the year of our Lord one thousand eight hundred and twenty-eight between Sarah S. music, Administratrix of all and singular the goods and chattels, rights and credits of Peter Nelson, late of the Township of Abner in the County of Essex and State of New Jersey and Guardian of the children of the said Peter Nelson deceased of the First Part and Isaac Nelson of Elizabeth Town in the County aforesaid and Ellen Price, Junior of the Second Part in Witnesseth, That the said Sarah S. music, Administratrix and Guardian aforesaid for and in consideration of the sum of one hundred and fifty dollars to be paid in specie, hath granted and leased and by these presents, doth grant and lease unto the said Isaac Nelson and Ellen Price, Junr. the survivor of them, the land, &c., and possession and enjoyment of all that Mount Airy House, known and belonging to John Henry, late wife and property whereon John Henry late wife lived, lying and being in Elizabeth Town aforesaid at the junction of the Mount Airy Pike and Newark Road, bounded partially by the lot of Philip Barnwell, Southwesterly by the said Barnwell road and Westerly by the said Mount Airy Pike road, Together with all and singular the appurtenances to the same belonging, To have and to hold the said premises building and appurtenances unto them, the said Isaac Nelson and Ellen Price, Junr. their assigns as the premises of them for forever and until the full and entire term of twenty years from the first day of April next ensuing the date hereof, fully to be complete and intact, yielding and paying the said quarterly payments the yearly sum of one hundred and fifty dollars that is to pay the sum of twenty-five dollars to be paid on the first day of July, October and January and April respectively in each and every year during the said term clear rent and arrearage and all that may appertain or be imposed upon the said premises during the said term.
and the said Jared Nelson and Edwin Price Junr. do hereby covenant and bind themselves to the said executing administrator and assigning well and truly to pay unto the said party of the first part six per cent. per annum on the said sum so deposited at the rate of two per cent. per annum, and also to pay and discharge all sums of account or imputing being legally apportioned or laid on the said premises. And the said party of the second part for themselves their said executing administrator hereby take hereto further covenant and agree that in case any quarterly rent shall remain unpaid for ten days after the same shall become due that then it shall and may be lawful for the said party of the first part to enter on the said premises and distrains for the rent so in arrear or to rent or and have ye are of the same freely fully.

And further the said party of the second part agreeth covenant and bind themselves their said executing administrator and assigning to pay and keep the said buildings and all the said premises in good substantial and complete repair from the commencement to the end of the said term and not to commit or suffer to be committed any waste spoil or destruction in or upon the said land and tenement premises with the appurtenances and to redeline the same at the end of the said term in good substantial tenantable and complete repair.

In witness whereof the parties to these presents have hereunto interchangedly set their hands and seals this day and year first above written.

[Seals and signatures]

Mark J. Hinckley Jr.  
Jared Nelson  
Edwin Price Junr.
Received the rent on the within lease up to the 1st of January 1830 by signing the within according to agreement 1 quarter rent for that purpose and fifty Dollar cash.

$75

Sarah L. Keen

Rec'd the rent on the within lease up to the 1st of April 1830

$25

Sarah L. Keen

Rec'd the rent on the within up to the 1st of July 1830 to a five Baskets $2.50 each $22.50

$25

Sarah L. Keen

Rec'd the rent on the within up to the 1st of Oct 1830

$25

Sarah L. Keen

Rec'd the rent on the within up to the 1st of Jan'y 1831 $25

Sarah L. Keen

Rec'd the rent on the within up to the 1st of April 1831

Sarah L. Keen

Rec'd the rent on the within to the 1st of April 1831 $25

S. L. Baker

Rec'd the rent up to the 1st of July 1831 S. L. Baker

Rec'd the rent up to the 1st of April 1832 S. L. Baker

Rec'd the rent up to the 1st of July 1832 S. L. Baker

Rec'd the rent up to the 1st of Jan'y 1833 S. L. Baker

Rec'd the rent up to the 1st of April 1833 S. L. Baker

Rec'd the rent up to the 1st of July 1833 S. L. Baker

Rec'd the rent up to the 1st of Jan'y 1834 S. L. Baker

Rec'd the rent up to the 1st of April 1834 S. L. Baker

Rec'd the rent up to the 1st of July 1834 S. L. Baker

Rec'd the rent up to the 1st of Oct 1834 S. L. Baker

Rec'd the rent up to the 1st of April 1835 S. L. Baker

$25

Rec'd the rent up to the 1st of July 1835 S. L. Baker

$25
Between
Sarah P. Kempton
Incumbent
and
J. & C. Nelson &
John Price
June 1859