Schwenderman, Euphrosine

v.

Griffith, Eliza A., by Guardian Daniel A. Griffith

399/6

STATE OF MISSOURI,

St. Charles Corporation

THIS INDENTURE, made and concluded this Eighteenth day of June in the year of our Lord one thousand eight hundred and thirty one between Patrick McElroy, John Lilly Jr, Osborn Knott and Montgomery Perry

of the State of Missouri, and County of Saint Charles, Trustees of the Town of Saint Charles, and their successors in office, of the first part, and Daniel Griffeth of the County & State of aforesaid of the second part, **Witnesseth:** That the said party of the first part, for and in consideration of the sum of five Dollars, and four — Cents, having, by the said party of the second part, before the sealing and delivering of these presents, been paid into the Treasury of the Corporation of the town of St. Charles, the receipt whereof is hereby acknowledged, have granted, bargained, leased, and to farm let, and, by these presents, do grant, bargain, lease, and to farm let, unto the said Daniel Griffeth his heirs and assigns, two certain lots of land, lying and being situate in the County of Saint Charles, and State aforesaid, on the commons attached to and belonging to the town of Saint Charles, in the County aforesaid known and designated on the plat of Steers and Cunninghams Survey by lots No. 26. & 27. in Block 8. Continuation of Block 2 commencing at the North.W. Corner of lot No 27 then S. 42 E. 126 thence S. 48° 30 W. distance 160 poles thence N. 42° W. 134 poles thence N. 48° 30 E. 160 poles to the beginning and bounded as follows on the N.W. by United States land on N.E. by lot No 28 on S.E. by lots No 20 & 21 and on S.W. by lot No 25 containing one hundred and twenty six acres and a half

for the term of nine hundred and ninety-nine years, and then to be renewed upon payment of half the aforesaid amount; which said sum of five dollars, and four cents, the said Daniel Griffeth his assigns, shall continue paying therefor, during the continuance of this lease, unto the said party of the first part, and to their successors in office, each and every year, clear over and above all taxes, charges, assessments, and payments, which may hereafter be taxed, charged, assessed, or imposed on the premises, according to law: **To have and to hold** the said lot to the only proper use of the said Daniel Griffeth & his heirs and assigns, for and during the full end and term of nine hundred and ninety-nine years, next ensuing the day of the date of these presents, fully to be complete and ended. It is expressly understood, that the aforesaid parties of the first part, do not warrant the premises upon their own responsibility, but as Trustees to the Corporation only. The aforesaid sum, for which the above lot is leased, is four per cent. per annum upon the estimated value of said lot—as fixed by the Board of Trustees.

In witness whereof, by order of the Board of Trustees, the Clerk has hereunto signed his name, and affixed the seal of the aforesaid Corporation.

Thos L Anderson
Clerk.

The Trustees
of the town
of St. Charles
to
Lease
to
Daniel Griffith
=Seth
Nos. 26 & 27 B. 8.
June 18th
1831

442 Real

Tax 50 cents

Surrendered Octo. 13. 1856
and a New Lease issued to
Eliza A. Griffith as her petition Book
C. page 505 & 506.
Isaac N Leapes, Register