Duplicate deed of lease of George Champlin Sibley and Mary Easton Sibley to the Linden Wood Female College, 108 acres of land near the city of St. Charles. Plat.
This Deed of Lease, made and entered into by and between George
Champion Abey and Mary Barton Abey his Wife of the First part, and
The Linden Wood Female College of the Second part, all of the County of Saint
Charles in the State of Missouri Witnesseth That whereas the First party
of the Second part died on the fourth day of July One Thousand eight hundred
and fifty eight (1858) by the Directors thereof then in Session in their Corporate Capacity,
execute and deliver to Said Abey and Wife, their Deed of Lease conveying to them
jointly and severally for and during their natural lives respectively, the sole
possession, and uninterrupted use and enjoyment of certain One Hundred and eight
(108) acres of Land, together with all the appurtenances thereto belonging, with all
the rights, privileges, and immunities that they the Said Abey and Wife held, possessed
and enjoyed in and over the same previously to the said 27th day of July 1856, with one
exception which is specified in said Deed. The said One Hundred and eight Acres of Land
is part of a tract of One hundred and twenty (120) Acres Situate on the "Prairie Road"
respective and near to the City of Saint Charles, called Knows as the Linden Wood tract,
which the Said Abey and Wife conveyed to the Linden Wood Female College by their Deed
of Deed of Conveyance dated on the fourth day July One Thousand eight hundred and fifty eight
(1858) now of Record in the Recorder's Office of St. Charles County Book B No.2 Page 157.
to which said Conveyance, and to the aforementioned Deed of Land (a duplicate
of which is on file in the Office of the Directors of Said College) and also to the Plat
Accompanying appended, reference is hereby especially made for any further description
of the Said 120 Acres of Land, or other information touching the same. 

And whereas, Said Abey and Wife of the First part, for reasons to them satisfying,
and for and in Consideration of the Convenant, stipulations and engagements
made by said party of the Second part, as herein after written, Have Leased
and by these presents Do Lease, unto the Said Linden Wood Female College,
the said One Hundred and eight Acres of Land mentioned and referred
to in the foregoing lines, with all the appurtenances thereto belonging, for
and during the natural lives respectively of the Said Abey and Wife of the
First part. To Have and To Hold the same as aforesaid unto the Said Linden Wood
Female College, for and during the period above written; Which period is
to begin and date from the fifteenth day of August One thousand eight
hundred and fifty eight (1858). Subject however to the terms, covenants,
and reservations herein after specified and fully set forth.

The
The premises hereby leased are bounded on the Western side, partly by a twelve acre lot belonging to the Linden Wood Female College, and partly by the Western boundary line of the "Prairie Hard Field". On the Northerly end by land belonging to C. C. Sibley, Southerly by land of one Whitney, and a lot belonging to Sibley, and Southerly by a "public road" embracing all the improvements herein.

The rent, its payment etc. The party of the second part engages hereby to pay unto the party of the first part for the rent of the premises hereby leased Eight Hundred ($800) Dollars per annum in Quarterly payments, until the fifteenth day of August, eighteen hundred and thirty three (1833) at which time, and at the end of every five years, there after during the period of this lease, there shall be a readjustment and evaluation of the leased premises, which valuation shall be based on the then fairly ascertainable value of said land and improvements for farming or other purposes. And if the said parties cannot agree upon the yearly rent on any such readjustment, they may refer the same to disinterested persons chosen by themselves in the usual way, and the rent then fixed shall be and continue for the five years next following such adjustment, and shall be deemed payable in Quarterly payments as above provided for the first five years. Should the said party of the second part ever sell or otherwise dispose of any part or portion of the 105 acres of land hereby leased, they shall nevertheless be held bound to pay to the party of the first part, the full amount of Eight hundred Dollars per annum, for the five years commencing on the fifteenth day of August 1833, and for every term of five years thereafter during the period of this lease, the rent on the whole one hundred and eight acres, at the rate to be agreed upon and fixed as above provided, irrespective of any sales or leases that they, the party of the second part, may make at any time after the date of this instrument. The payments of rent under this lease, will fall due thereafter on the fifteenth days of November, February, May, and August, the first payment will be due on the 15th day of August 1833.

The said Linden Wood Female College, party of the second part, in its corporate capacity by their President of the Board of Directors, therein, or other proper officer of said Board, as principal, and

A. D. Schenck, as Security, do hereby promise and covenant, and to and with the said Sibley and wife, party of the first part, that they will pay said rent of Eight Hundred Dollars ($800) Annually, in Quarterly Annual payments as is above stipulated and provided, during the first five years of this lease, if said parties of the first part, or either of them, shall so long live; and thereafter said party
Party of the second part or Proprietors, and such security as may be therein given and approved, shall continue to pay as aforesaid. Such Rent as shall be agreed upon in the manner hereinbefore provided. Said payments to be made promptly and faithfully as they fall due quarterly during the period of continuance of this Lease.

Sale and Lease of a part of the Leased Premises. Sibley, Wife, party of the first part, hereby agree and covenant, that the Director of the said Linden Wood Female College of the said second part, in whose corporate capacity he may at any time after the date hereof, sell and convey in fee simple, a lease for a term of years, certain small lots of ground situate in the district end of the said one hundred and eighty acres, which Lots, nine in number, are designated and numbered one, two, three, four, five, six, seven, eight, nine, ten, on the Plat hereunto annexed, for reference, and are to be disposed of, in every case in reference to, and in conformity with the said divisions as located and laid down on the Plat above referred to. And the said Director in behalf of said College of the said second part, may also sell and convey an aforesaid the lot of ground numbered fifteen on said Plat containing twenty acres, situate on the northerly and easterly extremity of the premises hereby leased.

Reservation. John S. Stonebraker holds a lease from Sibley, the first part, for a part of the premises hereinbefore described, as will appear by reference to said lease, the term of which will not expire until the fifteenth day of August, eighteen hundred and fifty-nine (1859), being one year subsequent to the commencement of this lease. Now it is agreed and understood by the parties hereto that the party of the second part, takes the said premises (18 acres) subject to the lease and occupancy thereof as held by said Stonebraker, the said party of the second part being hereby authorized to collect and receive from Stonebraker the Rent, payable by him, as the same due, for the last year of his said lease. Or otherwise to arrange and settle the matter on such terms as all the parties interested may agree upon.

It is also agreed between the parties hereto, that said Sibley & Wife reserve to them selves the right for the first term of this lease, to take annually from the Gardens of the Homestead, and the small orchard adjoining one fourth part of the fruit therefrom, to lay Apple, Pear, or other good fruit trees, and also for the years 1858 and 1859, to cut and take insilage — all which they may gather and take away at such times as to them may be convenient. And also they may remove and take such strawbery, lime, hazel, and plants as they desire during the spring and autumn of the present year of 1858.
Repairs and Insurance. - It is agreed that the Lessees are to keep the leased property in good repair in all particular, and at their own expense, except in cases of dilapidations from time and use (ordinary wear and tear) when materials for all such repairs are to be furnished at the Lessee's expense. But the work of repairing is in all cases to be done at the expense and under the direction of the Lessee. There is now at this date, insurance on the buildings hereby leased, under a policy of the Home Mutual Fire and Marine Insurance Company of Boston, Mass. (No. 6238) for the sum of $2400, including $400 for fire insurance. The policy will expire on the 31st day of January, 1858. It is hereby agreed that Sibley & Wife shall pay all the assessment taxes under the said policy during its continuance, and that the party of the second part shall thereafter keep the buildings insured, and at their own proper expense.

As much as these leased premises will eventually revert to the Selden Wood Female College, subject wholly to their ownership and control, it is hereby provided and agreed, that all valuable permanent improvements that may hereafter during the term of this lease be made on the premises in connection with said college schools shall inure exclulsively to the benefit thereof, and shall not be taken into account in estimating the value of the premises hereby leased, at any future re-estimation for paying the Annual Rent.

In Witness whereof, the several parties to this instrument do hereby subscribe their names and affix their seals at Selden Wood in presence of the Board of Directors of said College, then in session, this nineteenth day of June, in the year of our Lord One thousand eight hundred and fifty eight.

(Signed and Dated)

Geo. E. Sibley

Mary E. Sibley

Joe T. Dows, President

of the Board of Directors of the S.W. College

A.D.C. DeCourcy, as security

[Seals]
The West is bounded on the foregoing deed, 120 acres, exclusive of the Cemetery, and a portion of the Public Road, in the whole 121 1/2 acres.

Explanations.
The lines dotted thus: 000000 embrace 20 acres, exclusive of the Cemetery, reserved perpetually in the title deed.
The lines dotted thus: embrace 20 acres in 10 lots, including streets.
The lines dotted thus: embrace 10 acres in 4 lots, including streets.
N. 7, 7.8. contain each 14 1/40 acres. 
N. 3, 4. 5. Contain each 1/4 acre, len 22 ft. 90
N. 9, 10. Contain each 17 1/4 acres, 94 len
N. 11, 12, 13. Each 1/4 acre, 21 1/2 len
N. 1, 2, 3. H. 5, 10, 12, and 14. May be sold by the Director. 
N. 15 Contd. 20 acres may also be sold.