

at a point on the westerly side of Fifth Avenue distant seventy six feet eleven inches northward from thirty sixth street running thence westerly parallel with thirty sixth street one hundred feet thence westerly parallel with fifth Avenue twenty one feet ten inches to the middle line of the block thence westerly along the middle line of the block twenty feet thence northward parallel with fifth Avenue five feet nine and one half inches thence easterly parallel with thirty sixth street one hundred and twenty feet to fifth Avenue and thence southerly along fifth Avenue twenty seven feet seven and one half inches to the place of Beginning Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and all persons persons remainder and remainders rents issues and profits thereof And also all the estate right title interest property possession claim and demand whosoever as well in law as in equity of the said party of the first part of or to the above described premises and every part and parcel thereof with the appurtenances to have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever and the said Stephen C. Mellicams for himself his heirs executors and administrators doth covenant promise and agree to and with the said party of the second part his heirs and assigns that he has not made done committed executed or suffered any act or acts thing or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or encumbered in any manner or way whatsoever On Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written J. C. Mellicams (Ld) sealed and delivered in the presence of P. Milsbaugh left and comy of New York ss on this fifth day of May 1854 before me personally appeared Stephen C. Mellicams to me known to be the individual described in and who executed the foregoing indenture and acknowledged that he executed the same for the uses and purposes therein mentioned Philip Milsbaugh Comy of Law

Recorded the preceding at the request of James Richardson May 6. 1854 35 minutes past 11 Am

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 1854

This Indenture made the seventh day of April in the one thousand eight hundred and fifty four between Henry B. ... Caroline his wife of Dutchess County of Dutchess and state of New York first part and Phineas T. Barnum of Fairfield state of New York second part Witnesseth that Phineas T. Barnum by a certain deed heretofore made by and between the parties to their mutual purpose day of October in the year one thousand eight hundred and fifty four in the office of the register of the said county of Dutchess ...

parties of the first part did lease to said party of the second part the  
Buildings in New York City known as the Museum Buildings for the  
and upon the terms and conditions herein mentioned and these  
parties to the said lease and to these presents have agreed to alter and  
change the conditions therein so that the said lease shall be and be  
as herein mentioned. Now this Indenture Witnesseth that in consideration  
of one dollar by each party to the other in hand paid and of the covenants  
and conditions herein contained the said party of the second part do  
and agrees that in case the buildings in said lease mentioned should  
be damaged or destroyed by fire during the term of said lease that the  
rent the rate per annum mentioned in said lease shall continue as  
the hereby covenants and agrees to pay the same as if no fire had occurred  
and notwithstanding any thing in said lease to the contrary and  
said parties of the first part agree to allow said party of the second part  
at the end of each year such portion of the premium their being paid  
insurance report and from the sum of said buttings as the same  
amount to when computed on Seven thousand five hundred dollars  
estimated each year for the period of nine months the amount of the  
said premium for insurance is to be deducted from the last quarter  
of each year and the balance remaining of said quarter (after  
deducting the same) when paid shall be in full discharge thereof  
It is further mutually agreed by and between the parties to these presents  
that in case the buildings mentioned in said Indenture of lease  
during the period thereof be destroyed or damaged by fire then said  
party of the second part (his heirs and assigns) is or are to rebuild and  
the same and not the parties of the first part then their heirs and assigns  
in said lease mentioned and the said parties of the first part for the  
lease agree to furnish the party of the second part the sum of Thirty  
Thousand Dollars or as much thereof as may be necessary and as the same may  
be required and as the building advances to be applied to the repair and  
reconstruction thereof And it is further mutually agreed by and between the  
parties to these presents that the said parties of the first part at the determination  
of said lease and estate granted shall not be liable to pay in any account for any  
things then on said premises over and beyond the sum of Seventy four  
Dollars in addition to Twenty six thousand Dollars the agreed value  
of the buildings at expiration of said lease and the said parties of  
the first part agree to pay the value of the buildings then standing to  
said party of the second part less Twenty six thousand Dollars (\$26,000) the  
value to be ascertained as prescribed in said lease but not to exceed  
the sum of one hundred thousand Dollars altogether or security from the  
Dollars above the Twenty six thousand and any greater estimated value  
of the buildings to the contrary notwithstanding And the said parties  
to these presents further agree that every article and condition in  
said lease inconsistent and at variance with the provisions  
contained herein shall be considered as altered modified or abrogated  
in the case may require so as to make the same consistent with  
the intent and spirit of this agreement which is to be construed

along of the same and various lines in all other respects as fully satisfied & confirmed and the covenants therein contained are to be binding upon the heirs and assigns of the parties hereto In Witness Whereof the parties to these presents have hereunto set their hands and seals this day and year first above written Henry Wentworth Sergeant (L) Caroline Sargent (D) Phineas T. Barnum (D) City and County of New York so on the second day of April 1854 before me came Henry W. Sargent & Caroline his wife known to me to be the individuals described in and who executed the within instrument and acknowledged that they executed the same and the said Caroline being privately examined by me apart from her husband acknowledged that she executed the said instrument freely and without any fear or compulsion of her said husband & H. K. Scribner of Deeds City and County of New York so on the 28 day of April 1854 before me personally came Phineas T. Barnum to me known to be the individual described in and who executed the within instrument and who acknowledged that he executed the same for the purposes mentioned H. K. Scribner, Deeds

Recorded the preceding at the request of P. T. Barnum  
May 6 1854 85 minutes past 11 o'clock

This Indenture made the fifteenth day of April the year of our Lord one thousand eight hundred and fifty four between Stephen C. Williams of the City of New York Comoros as one of the first part and Samuel Richardson of the same City as one of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Six thousand five hundred dollars in money of the United States of America to him in hand paid by the said party of the second part at or before the executing and delivery of the within instrument which is hereby acknowledged and the said party of the first part his heirs executors and administrators for ever do and do hereby discharge the same to the said party of the second part and by these presents with good release conveyed and confirmed and by these presents with good will do and do hereby release convey and confirm unto the said party of the second part and to his heirs and assigns for ever All the certain parcel of land situated in the City of New York and County of New York on the north side of the City of New York and containing five feet and six inches from the fifth Avenue running thence with the fifth Avenue thence by and past do and do hereby make the within instrument binding upon the said party of the first part and his heirs and assigns for ever