

# This Indenture

MADE THE Twenty Second

DAY OF May IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND

Six Between Calphenus Steyer & Mary E. his wife of Bethlchem, Pa  
County of Northampton, and State of Pennsylvania, of the first part, and Dolomon Lively of Klecknersville  
County of Northampton and State of Pennsylvania

of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Fifteen Dollars  
lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensembling and delivering of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, All that certain lot or piece of ground in FAIRVIEW CEMETERY, situated in the Township of Bethlchem, County of Northampton, and State of Pennsylvania, and which is marked and designated in the Map or plan of the said Cemetery as Lot No. 57 Section F, containing in front Jan feet, and extending of that width Seventeen feet, containing an area of One hundred & Seventy square feet.

To have and to hold, the said lot or piece of ground above described unto the said party of the second part, his heirs and assigns forever, subject to the following conditions, viz

1. Plotholders shall use their plots for the burial of themselves, their families and heirs forever, and also for such persons as they choose to admit, provided such admission is free of charge.
2. The owner of each burial plot shall have the right to surround the same with a suitable fence not exceeding 3 feet 6 inches in height: the same to be erected within the limits of the plot. The gates to the entrance shall swing inwardly.
3. All vaults and graves shall be dug at least six inches within the lines of the lot by or under the supervision and control of the Superintendent of the Cemetery.
4. The materials for the construction or repairing of vaults, graves, monuments, fences or other improvements, and the rubbish and earth consequent therefrom, shall be conveyed over the grounds under the supervision of the Superintendent.
5. If any trees or shrubs situated in any lot shall by means of their roots, branches, or otherwise become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passers-by, it shall be the duty of the Superintendent, and he shall have the right to enter upon said lots and remove therefrom said trees or shrubs, or parts thereof, if necessary.
6. No disinterment shall take place without the written consent of the Superintendent.
7. When a plotholder shall die without known heirs or devisees, the plot shall revert to the grantor, his heirs and assigns, who shall hold the same in trust forever, to protect the graves, monuments and improvements thereon erected, from trespass and injury, and may, if deemed expedient, maintain and repair the same; and in cases where no interment shall have been made therein shall have power to sell said plots again.
8. Every plotholder shall keep and maintain his or her plot in a reasonably good condition at his or her expense, or shall pay annually to the Superintendent the sum of one dollar for that purpose.

And the said Parties of the first part for themselves and their heirs, executors, and administrators do by these presents covenant, grant, and agree to and with the said party of the second part, his heirs and assigns forever, that they the said party of the first part and their heirs, the said hereby granted premises unto the said party of the second part, his heirs and assigns, against them the said party of the first part and their heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, Warrant and forever Defend.

In Witness Whereof, the said party of the first part to these presents have hereunto set their hands and seals, Dated the day and year first above written.

Signed, Sealed and Delivered }  
IN THE PRESENCE OF

Jas. Lively

Calphenus Steyer (SEAL)  
Mary E. Steyer (SEAL)