

or purchasers his heirs or their heirs and assigns forever and out of the monies arising from such sale or sales to keep and retain in his or their hands the said sum of four hundred Dollars with the interest thereon, together with all costs charges or expenses that shall or may be due herein, arise or happen by reason or on account of such sale or sales and the surplus money if there be any, shall when demanded, be paid to the sole party of the first part, their heirs executors administrators or assigns. And witness whereof, the said parties have hereunto interchangably set their hands and seals, the day and year just above written,

Sealed and delivered,

In the presence of }

C. H. Loring,

John J. Van Noy Esq:

Mary Van Noy Esq:

State of New York Albany County } On this 31st day of October 1827, personally appeared before me John J. Van Noy and Mary his wife to me known as the same persons described in and who executed the within instrument and who severally acknowledged to have executed the same within instrument and for this Act and seal. - Having examined the said Mary private separate and apart from her said husband she acknowledged to have executed the same freely without any threat or compulsion at her said husband finding no force or other alteration therein I allow the same to be valid.

C. H. Loring

Recorded and Compared with the original October 31st 1827 at
10 O'clock AM

L. C. W. A. T. K. C. E. C. K.

Clerk

Memorandum this mortgage is discharged by virtue of a certificate of satisfaction executed by the officer of the Notary, which certificate together with the original is recorded in book No 10
page 292 of 293
dated November 20th 1830 at 4 o'clock P.M.

Discharged

This Instrument was made the first day of November in the year of our Lord one thousand eight hundred and twenty seven between Stephen Higgins of the City of Albany of the first part, and Samuel Brinley of the City of Albany of the second part testifying that the said party of the first part, for and in consideration of the sum of three hundred dollars money of account of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby certified and acknowledged to have granted bargained sold released released and confirmed and by these presents doth grant bargain sell release alien and confirm unto the said party of the second part and to his heirs and assigns the said certain lot house or part of land situate lying and being in the town of Guilderland in the County of Albany beginning at the north west corner of a lot of two acres belonging to the Resident Director and Company of the Great Western Turnpike Company and runs thence Westward along the said Turnpike about nine chains, to the east bounds of lot number ten in the Gore, then along the same to Bettors line then down along the same to a stone, which is placed at the south east corner of the Gore, then with a straight line to the place of beginning containing sixteen acres and that tenth of an acre of land, to the same more or less together with all and singular the hereditaments immovables in any way belonging, and the reversion and reversionary, remainder and remainders, counterfoils, and profits thereof, to have and to hold the said premises freely released and confirmed, with the appurtenances unto the said party of the second part, and to the sole and only use and benefit and behoof of the said party of the second part, his heirs and assigns forever provided always and these presents are upon this express condition that if the said Stephen Higgins his heirs executors and administrators, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, his cousin Attorney or Attorneys, heirs, executors, administrators, or assigns

the sum of three hundred dollars money of the account of the United States. One hundred dollars with interest on the whole sum in one year from the date hereof and the like sum of One hundred dollars with the interest on the whole sum that remains due and unpaid in one year thereafter, and the like sum of One hundred dollars with interest on the whole sum that remains due and unpaid in one year thereafter in the manner particularly specified in the condition of a certain bond or obligation bearing even date herewith executed by the said Stephen Higgins to the said party of the second part that then and from thence forth these presents and every thing herein contained, shall cease and be void; every thing herein contained to the contrary in any wise notwithstanding. But in case default shall be made in the payment of all or any part of said principal sum of three hundred Dollars or the interest thereof, at the time or times when the same ought to be paid as aforesaid that then and in such case the said party of the first part for his heirs executors and administrators doth covenant grant promise and agree to and with the said party of the second part his heirs executors administrators and assignees, that it shall and may be lawful for the said party of the second part his heirs executors administrators or assigns at any time or times thereafter to sell and dispose of the said premises hereby granted or any part or parts thereof at publick vendue to any person or persons whomsoever, and on such sale to make sign seal and deliver any clear or deeds of conveyance in the name for the said premises or the part thereof so sold, to the purchaser or purchasers his her or their heirs and assigns forever and out of the monies arising from such sale or sales to keep and retain in his hands the said principal sum of money with the interest thereon. together with all costs and charges or expenses that shall or may be due, accrue, arise or happen by reason or on account of such sale or sales; and the overplus money (if there be any) shall when demanded be paid to the said party of the first part his heirs executors administrators or assigns In witness whereof the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

Signed and delivered the word Dollars in hand
By the party of } fifth line and before signing } Stephen Higgins (S.)
Jemima Walraven

I State of New York Albany County &c I hereby Certify that on this first day of November 1827 personally appeared before me Stephen Higgins to me made known by the oath of Jemima Walraven of the age of 45, Albany, to be the person mentioned in and who executed the within Note and he duly acknowledged that he executed the same as his act and deed which being to me satisfactory evidence of its due execution, I allow it to be Recorded.

James L. Atwomay Judge
Albany Co. N.Y.

Received and compared with the original November 1st 1827
at 12 O'Clock A.M.
John P. Clark
Clerk

This Indenture made the day of September in the year
of our Lord one thousand eight hundred and twenty seven between
Joseph Bond of the town of Rensselaerville County of Albany and
State of New York and Lucy Bond his wife of the first part and
Alfred Paddock of the town county and state aforesaid of the second
part witnesseth that the said parties of the first part for and in considera-