

fifty five degrees and forty five minutes west being a continuation of the line between said Smalley and Harry Allen eight rods to a stake, thence south thirty four degrees and fifteen minutes west (being at right angles with the first line) about two chains and twenty five links or to within four rods of the Commins lot or boundary line of the Harry Allen land thence in an easterly direction parallel with the said Commins lot or boundary line of the said Allen's land so far that a line drawn from its eastern extremity parallel with the second above named boundary line of the lot hereby conveyed shall be eight rods from it and thence on said parallel line to the place of beginning be the same more or less being subject to a mortgage executed by the said parties of the first part to Harry Allen bearing date the first day of January one thousand eight hundred and thirty three for one hundred and seventy five dollars - With the appurtenances, and all the estate, title and interest therein of the parties of the first part. And the said parties of the first part do hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that the premises above conveyed, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, they will forever Warrant and Defend, against every person whomsoever. In Witness Whereof, the parties of the first part have hereunto set their hand and seal the day and year above written -

Sealed and delivered in presence of Elias Smith -

Leonard Pierce (L.S.)  
her  
Joanna X pierce (L.S.)  
mark

State of New York)

Monroe County ) ss: On the 10th day of July 1834 before me Elias Smith a Commissioner of deeds for said County comes Leonard Pierce and Joanna his wife to me known to be the individuals described in and who executed the within conveyance and the said Leonard Pierce ~~Pierce~~ acknowledges to me that he had executed the said conveyance and the said Joanna acknowledges to me on a private examination apart from her husband that she had executed the said conveyance without any fear or compulsion of her husband -

A true copy of the original recorded  
August 4, 1834 at 7 O'Clock P.M. & Examined  
J. Cutler Dep. Clerk

Elias Smith

John P. Cushman ) This Indenture, made the fifth day of May in the year one thousand eight  
To ) hundred and thirty four between John P. Cushman of Troy in the County of  
Everard Peck, sale of ) Rensselaer in the State of New York of the one part, and Everard Peck  
Martin Clapp's land ) of the City of Rochester in the County of Monroe of the other part  
Whereas Martin Clapp and Susan his wife of Rochester aforesaid did by a certain Indenture of Mortgage, dated the first day of May in the year one thousand eight hundred and twenty nine for the consideration of the sum of twelve thousand dollars grant, bargain, sell, remise, release, alien and confirm unto the said John P. Cushman his heirs and assigns, forever, all the certain pieces or parcels of land, lying in the town of Gates, county of Monroe & State of New York with all the buildings & improvements thereon viz. a lot in the Village of Rochester & town of Gates known on the village plot of said village of Col. N. Rochester as village lot number two hundred & twenty three (223) reference had to said map or plot & to a deed of Wm. & Ann Fitzhugh to said Martin Clapp dated November 25, 1820, & recorded upon records of Monroe County Lib. 1, of deeds page 367 & containing about three fourths of an acre more or less - Also a lot in said village & town lying northerly & partly abutting on the above described lot & containing about half an acre particularly described in a deed to Martin Clapp from William Fitzhugh dated Feby. 24, 1825, recorded in the Clerks Office in Monroe County in Lib. 5, of deeds page 243, reference had thereto - Also a lot in said village conveyed to Martin Clapp by Richard & Amelia Goraline by deed dated May 9th 1828 recorded in Lib. 18 of deeds page 148 on records of Monroe County - Also lot number two hundred &

twenty five (225) as distinguished on Col. N. Rochesters map of the village of Rochester & conveyed to Martin Clapp by Wm. Fitzhugh by deed dated July 9th 1828, recorded in Liber 15 of deeds page 164, reference being had to all said maps & deeds for description - To have and to hold the said bargained premises to the said John P. Cushman his heirs and assigns to the sole and only proper use, benefit and behoof of the said John P. Cushman his heirs and assigns forever; Provided always and the said Indenture of Mortgage was thereby declared to be upon condition that if the said Martin Clapp his heirs, executors administrators or assigns, should & did well & truly pay to the said John P. Cushman as the agent and Attorney of Benjamin Tallmadge his heirs, executors administrators or assigns the sum of nine thousand dollars with lawful interest thereon in five year from the date of the presents, with lawful interest thereon the said interest to be paid half yearly on the first day of November & on the first day of May in each year principal & interest to be paid at the Farmers Bank according to the condition of a certain bond executed by the said Martin Clapp to the said Benjamin Tallmadge dated the first day of May one thousand eight hundred & twenty eight & if the said Martin Clapp his executors administrators or assigns should & did well & truly pay to the said John P. Cushman his heirs, executors, administrators, or assigns, the further sum of three thousand dollars in two years from the date of the presents with lawful interest thereon half yearly the interest & principal payable at the Farmers Bank in the City of Troy - according to the condition of another certain bond or writing obligatory bearing even date therewith executed by the said Martin Clapp to the said John P. Cushman and collateral security - that then and in such case, the said Indenture of Mortgage, and the said bonds or writings obligatory should cause and be null and void And the said Martin Clapp & Susan his wife did in and by the said Indenture for themselves their

heirs and assigns covenant and agree to and with the said John P. Cushman his heirs executors administrators and assigns that in case of the nonpayment of the said sum of money in the condition of the said bonds mentioned or any part thereof, at the time or times in the said Indenture of Mortgage limited for the payment thereof that then and in such case it should and might be lawful for the said John P. Cushman his heirs executors, administrators or assigns, and the said John P. Cushman his heirs, executors administrators and assigns, were in and by the said Indenture of Mortgage, impowered and authorized to grant, bargain sell release and convey the said premises with the appurtenances at publick auction or vendue, and on such sale to make and execute to the purchaser or purchasers, his or their heirs and assigns forever, a good, ample and sufficient deed or deeds of conveyance in the law, pursuant to the statute in that case made and provided, rendering the surplus moneys if any there should be to the said Martin Clapp & Susan his wife their heirs, executors or administrators, after deducting the costs and charges of such vendue and sale aforesaid. And whereas, the said Martin Clapp & Susan his wife did not pay the said sum of twelve thousand dollars and the interest thereon or any part thereof, according to the condition in the said mortgage specified; nor hath the same been paid at any time since and the said John P. Cushman the party of the first part to this Indenture, hath therefore in pursuance of the authority so given him as aforesaid, and according to the statute in such case made and provided, caused the premises aforesaid to be advertised and sold at publick auction and the same have been sold at such auction and struck off to the said Everard Peck the party of the second part to this Indenture, for the sum of six hundred dollars being the highest sum bid for the same and the said party of the second part being the bidder. Now Therefore This Indenture Witnesseth, that the said John P. Cushman, the party of the first, in pursuance of the power and by virtue of the Statute aforesaid, and also for and in consideration of the said sum of six hundred dollars to him in hand paid by the said party of the second part, at and before the ensealating and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed and by these presents do grant, bargain sell alien release and confirm unto the said Everard Peck his heirs and assigns forever, all the premises above mentioned and described in the said Indenture of Mortgage, with the hereditaments and appurtenances thereunto belonging and all the estate, right, title, interest, claim and demand, at law



and in equity of the said John P. Cushman the party of the first part, and also of the said Martin Clapp & Susan his wife the mortgagors aforesaid, so far forth as the said party of the first part hath power to grant and convey the same by virtue of the said mortgage, of, in and to the said premises, and every part and parcel thereof; To have and to hold the said above granted and bargained premises with the appurtenances unto the said party of the second part his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written

Sealed and delivered in the presence of - S. Mathews                      John P. Cushman (L.S.)  
State of New York)

Monroe County ss:) On the 5th day of August 1834 personally appeared before me A. Gardiner Judge of the 8th circuit Selah Mathews to me known and being duly sworn deposed that he resided in the City of Rochester that he knew John P. Cushman the within named grantor that he saw him execute the within deed and that he the said witness then & there affixed his name to the same as a subscribing witness thereto.

A true copy of the original recorded                      A Gardiner

August 5, 1834 at 11 O'Clock A.M. & Examined

J. Cutler Dep. Clerk

Everard Peck        ) This Indenture made the fifth day of May in the year of our Lord one,  
To                    ) thousand eight hundred and thirty four between Everard Peck of the  
John P. Cushman) City of Rochester in the County of Monroe of the first part and John  
P. Cushman of the City of Troy in the County of Rensselaer of the second part Witnesseth  
that the said party of the first part for and in consideration of the sum of one dollar  
to him in hand paid by the said party of the second part, the receipt whereof is hereby  
confessed and acknowledged has bargained, sold, remised and quit claimed, and by these  
presents doth grant, bargain, sell, remise and quit claim unto the said party of the  
second part, his heirs and assigns forever All that certain piece or parcel of land  
lying & being in the town of Gates County of Monroe & State of New York with all the  
buildings and improvements thereon viz: a lot in the village of Rochester & town of  
Gates known on the village plot of said village of Col. N. Rochester as village lot  
number two hundred & twenty three (223) reference had to said map or plot & to a deed  
of Wm. & Ann Fitzhugh to Martin Clapp dated November 25, 1820, & recorded upon records  
of Monroe County Lib. 1, of deeds page 367, & containing about three fourths of an acre -  
Also a lot in said village & town lying northerly & partly abutting on the above described  
lot & containing about half an acre particularly described in a deed to Martin Clapp  
from William dated Feby. 24, 1825, recorded in the Clerk's office in Monroe County in  
Lib. 5, of deeds page 243 reference had thereto. Also a lot in said village conveyed to  
Martin Clapp by Richard & Aurelia Gorsline by deed dated May 9th 1828, recorded in Liber  
18 of deeds page 148, on records of Monroe County, Also lot number two hundred & twenty  
five (225) as distinguished on Col. N. Rochester's map of the village of Rochester &  
conveyed to Martin Clapp by Wm. Fitzhugh by deed dated July 9th 1828, recorded in Liber  
15 of deeds page 164, reference had to all said maps & deeds for description - (Together  
with all and singular the hereditaments and appurtenances thereunto belonging or in any  
wise appertaining, and the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof, and all the estate, right, title, interest, claim and  
demand whatsoever, of the said party of the first part, either in law or equity, of  
in and to the above bargained premises, with the said hereditaments and appurtenances.  
To have and to hold the said bargained premises to the said party of the second part,  
his heirs and assigns to the sole and only proper use, benefit and behoof of the said