

by these presents do grant and convey to the said party of the second part his & their heirs and assigns All that tract or parcel of land situate in the town of Gates aforesaid being in township Number one short range of townships west of the Genesee River known and distinguished on a Map of said town as a part of lot number sixty seven No. 67) bounded as follows to wit beginning at the southwest corner of said lot number Sixty Seven thence running north forty Chains and ninety eight links to the northwest corner of said lot thence east nine Chains and twenty seven links to a stake thence south forty Chains and ninety eight links to a stake thence west nine Chains and seventy seven links to the place of beginning containing forty acres of land subject to a mortgage executed by William B. Favor and Mary his wife to the New York Life Insurance & Trust Company to secure the sum of Six hundred dollars dated May 29th 1833. on which is due for principal & interest this day the sum of Six hundred dollars and subject also to a mortgage executed by Isaac Ryder to Darius Perin dated Dec. 2nd 1834 to secure the sum of twelve hundred and thirty dollars on which there is now unpaid of principal and interest the sum of nine hundred and eighty four dollars and fifty cents both of which Mortgages the said party of the second part is to pay as they are above stated and subject also to the appropriation of a part of said lot by the Tonawanda Rail Road Company. With the appurtenances and all the estate title and interest therein of the said parties of the first part. And the said Daniel Ball (except as to the above exceptions) doth 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 he will forever Warrant and defend against every person whomsoever lawfully claiming the same or any part thereof. In witness whereof the parties of the first part have hereunto set their hands and seals the day and Year first above written

Sealed and delivered ) Daniel Ball (L.S.)  
 In presence of ) Mary Ball (L.S.)  
 Eighty four written after )  
 an erasure before execution)

S. M. G.

State of New York Monroe County ss: I Jacob Gould Mayor of the City of Rochester certify that on the 2nd day of December 1835 before me came Daniel Ball and Mary his wife to me known to be the individuals described in and who executed the within conveyance and the said Daniel Ball acknowledges to me that he had executed the said conveyance and the said Mary acknowledges to me on a private examination apart from her husband that she had executed the said conveyance freely and without any fear or compulsion of her husband

A true copy of the original recorded  
 December 3, 1835 at 4 O'Clock P.M. and Ex'd.  
 Sam G. Andrews Clerk

Jacob Gould

John P. Cushman) This Indenture made the sixth day of November in the Year of our Lord  
 To ) one thousand eight hundred and thirty five between John P. Cushman of  
 Fred. Whittlesey) Troy in the County of Rensselaer & State of New York & Maria J. his  
 wife party of the first part and Frederick Whittlesey of the City of Rochester in the  
 County of Monroe & State aforesaid of the second part Witnesseth that the said party  
 of the first part for and in consideration of the sum of Eleven thousand dollars lawful  
 money of the United States to them in hand paid or secured the receipt whereof is hereby  
 acknowledged have remised released and Quit Claimed and by these presents do remise  
 release and Quit Claim unto the said party of the second part and to his heirs &  
 assigns forever. All that certain piece or parcel of land situate in the City of  
 Rochester aforesaid being part of lot number (223) two hundred & twenty three in  
 Rochester Carroll & Fitzhughs allotment bounded as follows beginning on the north side  
 of Buffalo Street at a point thirty two feet two inches & a quarter easterly of the  
 southeast corner of the City Hotel building thence north 14° 30' west ninety one  
 feet 4½ inches to an Angle thence north 20° 10', one hundred and four feet to the  
 north line of said lot No. 223, thence westerly along the north line of said lot No.  
 223 to the west line of said lot thence southerly along the west line of said lot to  
 a point on said west line thirty seven feet & two inches northerly from Buffalo Street  
 thence on a line at right angles with Buffalo Street to said Buffalo Street & striking  
 the same at a point twelve feet easterly from the intersection of the west line of  
 Rochester Carroll & Fitzhughs purchase with Buffalo Street thence easterly on Buffalo

Street to the place of beginning. Also all that piece or parcel of land situate in said City of Rochester bounded as follows commencing at a point where a line drawn at right angles with Buffalo Street twelve feet distant easterly from where the west line of Rochester Carroll & Fitzhugh's purchase intersects the north line of said Buffalo Street and being thirty seven feet & two inches north from said Street thence running northerly at right angles with said Buffalo Street one hundred & thirteen feet and ten inches thence easterly thirty six feet to the west line of said Rochester Carroll & Fitzhugh's purchase thence southerly along the west line of said purchase to the place of beginning. Also all that piece or parcel of land situate in said City of Rochester and bounded as follows on the west by Elizabeth Street & extending east to the west line of the hundred acre tract so called on the south by a lot formerly owned by Richard Gorsline & the last above described piece of land being lot No. 150 in Hill & Atkinson's Canal tract and being the same lot conveyed by the Sheriff of Monroe County to John P. Cushman party of the first part to these presents by deed dated the 24th day of October 1835. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. And also all the estate right title interest property claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof, with the appurtenances. To have and to hold the above granted & described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use & behoof forever and the said John P. Cushman party of the of the first part doth hereby for himself, his heirs executors & administrators covenant and agree to and with the said party of the second part his heirs & assigns that he the said John P. Cushman hath not in any manner conveyed or incumbered the said bargained premises or any part thereof nor done suffered or permitted any act to impair or defeat the title of the party of the first part to said premises or any part thereof, or whereby the conveyance hereby made may or can in any manner be defeated or impaired. In witness whereof, the said party of the first part have hereunto set their hands and seals the day and Year first above written

Sealed and delivered) John P. Cushman (L.S.)  
 In presence of ) Maria J. Cushman (L.S.)  
 "North" written on 25th line from beginning  
 also once interlined Geo. R. Davis  
 State of New York Rensselaer County ss: On this 17th day of November 1835 came before me John P. Cushman & Maria J. his wife to me well known to be the persons named in & who executed the above conveyance & acknowledged the execution thereof, And the said Maria J. on an examination apart from her said husband acknowledged that she executed the same freely without any fear or compulsion of her said husband

A true copy of the original recorded  
 December 3, 1835 at 4 O'Clock P.M. and Ex'd.  
 Sam G. Andrews Clerk

Geo. R. Davis one of the Judges of  
 Rensselaer County Courts & Counsellor  
 at Law Sup. Court

Ezra M. Parsons late Shff.) To all to whom these presents shall come Greeting. Whereas  
 To ) by a writ of Fieri Facias issued out of the Supreme Court of  
 John P. Cushman ) the State of New York tested on the first Monday of May one  
 thousand eight hundred & thirty four & returnable on the first Monday of July thereafter  
 And to me Ezra M. Parsons Sheriff of the County of Monroe directed and delivered I was  
 commanded to make of the goods and chattels of Martin Clapp in my Bailiwick the sum of  
 eight thousand dollars which Benjamin Talmadge in the said Court had recovered against  
 him and that if sufficient goods and chattels could not be found that then I should cause  
 the said sum aforesaid to be made of the real estate which the defendant in the said  
 writ named had on the thirtieth day of September one thousand eight hundred and twenty  
 eight or at any time afterwards in whose hands soever the same might be as by the  
 said writ reference being thereunto had will more fully appear. And whereas after the  
 coming of the said writ to me before the day of the return thereof, for want of goods  
 and chattels of the said defendant in said writ named wherewith to satisfy the said  
 sum I did by Virtue of said writ seize take and Levy upon the real estate hereinafter  
 particularly described and according to the Statute in such case made and provided I  
 did on the twelfth day of July one thousand eight hundred and thirty four expose for  
 sale at public auction the real estate hereinafter particularly described after having  
 advertised the same according to law and on such sale did strike off and sell the said  
 real estate to John P. Cushman for the sum of four hundred Dollars that being the  
 highest sum bid therefore and he being the bidder which said real estate is described as