

THIS INDENTURE, Made the *Seventh* day of*September* in the year of our Lord one thousand eight hundred and fifty-twoBetween *Simon Brown of Hounsfield Jefferson County New York* of the first part, and *Joanna his wife**Jepe Ayers of Brounville Jefferson County & State of New York* of the second part,Witnesseth, That the said party of the first part, for and in consideration of the sum of *Eighty three dollars & sixty six cents**Dollars*, current money of the United States, to *them* in hand paid, the receipt whereof is hereby acknowledged, *I have* granted, bargained, sold, released, enfeoffed and confirmed, and by these PresentsDo grant, bargain, sell, release, enfeoff and confirm unto the said party of the second part, in *their* actual possession now being, and to *their* heirs and assigns forever, All

The following described Lot of land, situated in said Hounsfield, County of Jefferson and State of New York being part of Great Lot Number Twenty Seven (27) bounded as follows: Beginning at a point at the centre of the Military road bearing North 84° E, 31 Chains, 3 links from the point where the west line of said Lot No. 27 intersects the centre of said Road as the same is now travelled and running thence along the East bounds of a Lot of six 7/100 acres South 6° E, Eleven Chains nine links, to the southwesterly corner thereof; thence along the North Bounds of a certain ten acre Lot S. 84 3/4° E, five Chains and four links to a post cornered; thence North, 6° W. twelve Chains six links to the centre of said Road; thence along the centre of the same S. 84° W. five Chains three links to the place of beginning, containing Five acres and 8/100 of an acre of land as surveyed by James Shields August 1st 1833 and being the same premises conveyed to Redmond Colmon by William Colmon & wife by Deed dated July 23rd 1849

To have and to hold the above 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 party of the

second part, *his* heirs and assigns forever. **Provided** always, and these Presents are upon this express condition, that if the said party of the first part, *their* heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid, to the said party of the second part, *his* heirs, executors, administrators or assigns, *the just & full sum of Eighty three dollars & sixty six cents to be paid three years from the date hereof with interest annually on the full sum remaining unpaid from the date hereof*

according to the condition of *a* certain Bond or writing obligatory, bearing even date herewith, executed by the said party of the first part, to the said party of the second part, as **collateral security**, then these Presents and the said Bond or writing obligatory, shall cease, and be null and void: but in case of the non-payment of said sum of *Eighty three dollars & sixty six cents and the interest as aforesaid*

or any part thereof, at the time or times above limited for the payment thereof, then, and in such case, it shall and may be lawful for the said party of the second part, *his* heirs, executors, administrators or assigns, and the said party of the first part, do hereby empower and authorize the said party of the second part, *his* heirs, executors, administrators or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances thereunto belonging, at public auction, or vendue; and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs and assigns, forever, good, ample, and sufficient Deeds of conveyance in the Law, pursuant to the statute in that case made and provided: rendering the surplus moneys, if any there be, to the said party of the first part, *their* heirs, executors, administrators, or assigns, after deducting the costs and charges of such vendue and sale, as aforesaid.

In Witness Whereof, The said party of the first part have hereunto set *their* hands and seals the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF

D. M. Priest

Simon & Brown
Mar 6

Joana Brown

State of New York
Jefferson County }
}

On this 7th day of September 1853
personally appeared before me Simeon Brown and
Joanna his wife to me known to be the persons
as entered in & who executed the within mortgage
and acknowledged that they executed the same
and the said Joanna Brown on a private
examination separate and apart from her
said husband acknowledged that she executed
the same without any fear or compulsion of
her said husband.

D. M. C. Priest

Justice Peace

State of New York
Jefferson County }

I Jesse Ayers the mortgage
within named as duly entry that I have now
received Eighty Three dollars & the interest thereon from
the 7th of September 1852 in full satisfaction &
discharge of the mortgage the accompanying
bond & I acknowledge the same satisfied.
Dated November 22nd 1854 Jesse Ayers

State of New York
Jefferson County }

On this 23rd day of Nov 1854 before
me personally came Jesse Ayers to me known
to be the mortgage within named & the same
man who executed the above satisfaction.. and
acknowledged that he executed the same for
the purpose mentioned.

D. M. C. Priest

Justice Peace

Elmer Brewster

90

Levee dykes

Mortgage

Dec. 22. 2/1000

Checky Office
Jefferson Co 2 recorded

September 14. 1852 at 10
AM in Book No 49

of mortgages on pages 450

Do as a Hudson Co

County Office
Jefferson County 200

Discharged Records

Nov. 22. 1854 -

Geo. S. Marchant

9th March 14. 1 PM