

This Indenture, made the *twenty-fifth* Day of *April* in the Year of our Lord

One Thousand Eight Hundred and *nine* BETWEEN *Samuel Sackett of the town of New Windsor in the County of Orange and State of New York and*
Mary his wife
of the first Part, and *George Clinton of the town of Poughkeepsie in Dutchess County and State aforesaid Esquire*

of the second Part, Witnesseth, That the said Party of the first Part, as well for the better securing to the Party of the second Part, the faithful Payment of the Debt which *the said Samuel Sackett doth* justly owe to the Party of the second Part, in Manner hereafter mentioned, as in Consideration of the Sum of One Dollar to *him* in Hand paid by the Party of the second Part, the Receipt whereof is hereby acknowledged, *have* granted, bargained, sold, alienated, released, and confirmed, and by these Presents, *do* grant, bargain, sell, alien, release, and confirm, unto the said Party of the second Part, and to *his* Heirs and Assigns for ever, *All those two certain lots of land situate lying and being in lot number fourteen in the southern tier of lots in Hardenbergh Patent in the township of Thompson Ulster County and State aforesaid and are distinguished in the survey thereof by William Cockburn in the Year 1792 by number seventy-four and number seventy-five. - Lot number seventy-four Beginning at the Northwest corner of number seventy and runs thence North eight degrees and thirty minutes East forty-seven chains and sixty-seven links to the North west corner of lot number seventy-three thence North seventy-eight degrees west fifty-three chains & two links to a small hemlock tree cornered & marked 74. 75. 77. 78. thence South eight degrees & thirty minutes West forty-eight chains & twelve links to a stake twelve links South seventy-eight degrees & thirty minutes East from a small hemlock tree cornered & marked 71. 72. 74. 75. thence South seventy-eight degrees & thirty minutes East fifty-two chains & seventy-seven links to the place of beginning containing two hundred and fifty-three acres. Lot number seventy-five beginning at the North west corner of lot number seventy-one at a stake twelve links South seventy-eight degrees and thirty minutes East from a small hemlock tree cornered & marked 71. 72. 74. 75. and runs thence North eight degrees and thirty minutes East forty-eight chains & twelve links to a small hemlock tree cornered & marked 74. 75. 77. 78. thence North seventy-eight degrees West fifty-one chains and sixty-three links to the bound of the tract by a stake fifteen links east from a birch tree cornered & marked 75. 78. thence along said bound South eight degrees & thirty minutes West forty-eight chains and fifty-seven links to a small forked water beech tree cornered and marked CME 72 & VP 75. thence South seventy-eight degrees and thirty minutes East fifty-one chains and fifty-eight links to the place of beginning containing two hundred and forty-nine acres. -*

Together with all and singular the Edifices, Buildings, Rights, Members, Hereditaments, and Appurtenances to the same belonging, or in any Wise appertaining; and all the Estate, Right, Title, Interest, Property, *Dower and right of Dower* Claim and Demand whatsoever, of the said Party of the first Part, of, in, or to the same; and the Reversion and Reversions, Remainder and Remainders thereof: *To have and to hold* the same Premises hereby granted and released, with the Rights, Members, Hereditaments, and Appurtenances thereunto belonging, and every Part and Parcel thereof, unto the said Party of the second Part, *his* Heirs and Assigns, to the only proper Use and Behoof of the said Party of the second Part, *his* Heirs and Assigns for ever. Upon Condition, Nevertheless, That if the said *Samuel Sackett* or Assigns, shall faithfully pay to the said Party of the second Part, *his* Executors, Administrators, or Assigns, *the sum of two thousand five hundred dollars lawful money of the State aforesaid on or before the first day of May which will be in the Year One thousand eight hundred and fifteen* according to the Tenour and true Intent and Meaning of *a certain bond or certain obligation* bearing *even* Date *herewith* of the first Part, to the said Party of the second Part, and duly made and executed by *the said Samuel Sackett*

then this present Indenture, and the Estate hereby granted, and every Article and Clause herein contained, as well as the said *bond or obligation* shall cease and become utterly void. And it is hereby mutually covenanted and agreed between the Parties to these Presents, That if default shall be made in the payment of the Principal secured to be paid by the said *party of the first part* and the Interest which shall accrue thereupon at any Time or Times on which they shall be due, or of any Part of such Principal or Interest, that then and from thenceforth, it shall be lawful for the Party of the second Part, *his* Heirs, Executors, Administrators, or Assigns, to grant, bargain, sell, and dispose of the said hereby granted Premises, and all Benefit and Equity of Redemption, of the said Party of the first Part, *his* Heirs, Executors, Administrators, or Assigns, therein at Public Auction, in Fee Simple, giving Notice of such Sale according to the Directions of the Act of the Legislature in that Case made and provided. And, as the Attorney or Attornies of the Party of the first Part, for that Purpose by these Presents duly constituted and appointed, to make, seal, and execute to the Purchaser or Purchasers thereof, a good Estate in the Law, in Fee Simple, of, and in the said hereby granted Premises, with the Appurtenances; which Sale, so to be made, shall be a perpetual Bar, both in Law and Equity, against the said Party of the first Part, *his* Heirs and Assigns in, and to the same hereby granted Premises, and every Part and Parcel thereof; rendering the Overplus of the Purchase Monies to be obtained for the same, after full Satisfaction of the Principal and Interest to be due on such *bond or obligation* in Manner aforesaid, and the Charges of Advertisement and Sale, (if any Overplus there shall be,) unto the said *party of the first* Part *of the first Part, his* Heirs, Executors, Administrators, or Assigns.

In Witness whereof, the Parties to these Presents have hereunto interchangeably set their Hands and Seals, on the Day and Year first above written.

SEALED AND DELIVERED
IN PRESENCE OF }

The word "eight" in the tenth line from the top, and the word "five" in the twenty-third line wrote on an erasure and the word "even" in the twenty-fifth line interlined, before execution —

John H. Sackett
James Haight

Sam. Sackett
Mary Sackett

[62117]