

Received on the day of the date of the within
written Indenture of the within named John Locke the
sum of One hundred and fifty pounds lawfull
Money of New York it being the full consideration
money within mentioned to be paid.

\$150.00

Francis Penant

Sealed and Delivered
in the Presence of us.

1772

15th January

Witness

15th January

Entered in the Records of the County of Westchester
Book B. of mortgages Page 230 V.
January 21st 1772. E. C. by J. B. Barton Clerk

Francis Penant
Mortgage

Be it Remembered that on the Seventeenth day of January in the year
of our Lord one thousand seven hundred and Seventy two PERSONAL came and appeared before
me Hugh Wallace, one of the Justices of the Peace for the County of New York the within named Francis
Penant of the County of Westchester in the County of New York who acknowledged
that he had executed the within written Indenture by sealing and delivering thereof as his voluntary
Act and deed for the uses and purposes therein mentioned and having inspected the said Indenture
and finding no material Erasures or Interlineations therein all allow the same to be RECORDED.

Hugh Wallace

This Indenture

Made the Twenty Ninth day of November in the Twelfth year of the reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. **Between** Francis Remart his heirs Executors Administrators and Assigns of the one part and John Seake of the City of New York Merchant of the other part

And all and Singular the said Premises herein before mentioned and hereunto **Granted and released** and every part and parcel thereof with their and every of their Appurtenances and released with their and every of their Appurtenances unto the said John Seake his heirs and Assigns to the only proper use and behoof of him the said John Seake his heirs and Assigns forever. **Provided always** and these presents are upon this Condition **WITNESSETH** that if the said Francis Remart his heirs Executors or Administrators or any of them shall well and truly pay or cause to be paid unto him the said John Seake his Executors Administrators or Assigns the Just and full sum of One hundred and fifty pounds of Lawfull money of New York on or before the Twenty Ninth day of November now next Ensuing the date of these presents together with the Lawfull Interest thereof **PURSUANT** to the Condition of a certain Bond or Obligation bearing date the day of the date of these presents and Executed by the said Francis Remart to the said John Seake in the penal sum of Three hundred pounds of Lawfull money aforesaid **UNTIL** without any Abatement or deduction whatsoever by reason of any matter or thing whatsoever that then and from thenceforth this present Indenture and every clause Article and Agreement therein contained shall Cease Determine and be utterly void to all intents and purposes whatsoever **And** the said Francis Remart his heirs Executors and Administrators and Assigns and every of them doth Covenant Promise and Grant to and with the said John Seake his Executors Administrators and Assigns and every of them by these presents that the said Francis Remart his heirs Executors or Administrators or some of them shall well and truly pay or cause to be paid unto the said John Seake his Executors Administrators and Assigns the said Just and full sum of One hundred and fifty pounds of Lawfull money of New York with the Lawfull Interest thereof at such time and in such manner as is before mentioned & Expressed in the said Premises and Condition for payment thereof **And also** that in case default shall happen to be made in payment of all or any part of the said sum of One hundred and fifty pounds and the Interest thereof at the time whereon the same ought to be paid as aforesaid then and in such case it shall and may be Lawfull to and for the said John Seake his heirs or Assigns at any time or times hereafter (having first given three months public Notice thereof in one of the public News papers in the Colony of New York to sell and dispose of the said Premises hereby Granted and released or any part thereof at public Auction or Vendue to any person or persons whomsoever for the best price or prices that shall be Offered or bidden for the same **UNTIL** to make sign seal and deliver any deed or deeds release or releases Conveyance or conveyances in the Law for the said Premises or such part or parts thereof as shall be sold either in the name of the said Francis Remart his heirs or of the said John Seake or his heirs or Assigns to any purchaser or purchasers thereof his heirs or their heirs and Assigns forever **UNTIL** out of the monies arising by such Sale or Sales to keep and retain in his or their hands the said sum of One hundred and fifty pounds and the Interest thereof as shall be then due thereon or so much thereof together with all the Costs charges and Expenses that shall or may accrue arise or happen by reason or on Account of such Sale or sales and the over plus money (if any be) to be paid to the said Francis Remart his heirs Executors Administrators or Assigns which said Sale or Sales so to be made as aforesaid and every such deed or deeds release or releases conveyance or conveyances when the same shall be so made and Executed shall be & remain forever an Entire Absolute constant continual and perpetual Bar and Bars both at Law and in Equity to and against all right Title right of Entry Equity of redemption claim and demand whatsoever either at Law or in Equity of him the said Francis Remart his heirs Executors Administrators and Assigns and every of them or of any other person or persons Claiming or to Claim by from or under him in anywise howsoever **And lastly** the said Francis Remart doth hereby for himself his heirs Executors and Administrators Covenant Promise and Grant to and with the said John Seake his heirs Executors Administrators and Assigns that all and Singular the said Premises hereby Granted and released are free and Clear of and from all former and other Mortgages Judgments or Incumbrances whatsoever. **IN WITNESSE** Whereof the said parties have to these presents interchangeably set their hands and Seals the day and year in this Indenture first above Written.

Francis



Remart

This Indenture

Made the Twenty Ninth day of November in the Twelfth year of the reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. **WM** in the year of our Lord one thousand Seven hundred and Seventy one. **WM** Francis Remart of the Manor of Cortlandt in the County of Westchester and Province of New York of the one part **AND** John Lake of the County of New York Merchant of the other part **WITNESSETH** that the said Francis Remart for and in Consideration of the sum of One hundred and fifty pounds Lawfull money of New York to him the said Francis Remart in hand paid by the said John Lake at or before the Insealing and delivery of these presents the receipt whereof he the said Francis Remart doth hereby Acknowledge and thereupon and of and from every part and parcel thereof **WELL** Acquitted Concomitate and discharge the said John Lake his heirs Executors and Administrators and every of them by these Presents **WELL** Granted Bargained Sold aliened remise released enfeoff assured conveyed and confirmed and by these Presents **WELL** Fully Freely and Absolutely Grant Bargain Sell aliene remise release enfeoff assure convey and confirm unto the said John Lake in his actual possession now being by virtue of a Bargain and Sale to him thereof made for one whole year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for Transferring of uses into possession and to his heirs and assigns for ever **WITNESSETH** Certain Tracts pieces or parcels of Land with the Buildings and Improvements thereon herein after particularly mentioned and described that is to say **FIRST** **ALL** that Certain Tract piece or parcel of Land Situate lying and being in the Manor of Cortlandt in the County of Westchester aforesaid. It being part of Farm Number Two in Tract Number Nine of the said Manor **WITNESSETH** is Batted and Bounded as followeth (to wit) **BEING** a Walnut Bush standing on the west side of the Kings highway about eighteen rods southward of the house where the said Francis Remart now lives which Bush was marked for the Northeast corner of a piece of Land which Caleb Hall conveyed to Daniel Birdsall and from the said Bush extending North as the road or highway runs three Chains and thirty one Links to a heap of Stones from thence North Seventy two degrees and ten Minutes West three chains and twenty four Links to a small Rock standing about two feet high from thence running the same course two chains and fifty one Links to another small rock of about the same height thence North forty Nine degrees and twenty minutes West six Chains and Sixty Links to a small run of Water from thence North fourteen degrees East two chains and fifty one Links to the Land of Pelitiah Hoaus Esquire from thence North Eighty three degrees and twenty minutes westerly along the Land of the said Pelitiah Hoaus Esquire twenty five chains and thirty four Links to a heap of Stones thence South Sixty Six degrees and forty five minutes west eighteen chains and Sixty nine Links to a mature Black Oak Sapling from thence South fifty one degrees west six chains and Eighty five Links to Pelitiah Creek (so called) and from thence running southerly the several Courses of the said creek (excepting a small strip of Land lying on the point between the Creek and a straight Line to be run from a marked Spruce Tree standing on the Bank of the Creek about Twelve rods southerly from a Storehouse to a certain Cluster of rocks adjoining to the river or Creek which Cluster of Rocks bears South Sixty seven degrees forty five minutes East from the most southerly part of the Red Rock (so called) untill a straight line from the last mentioned boundary will make the exact Quantity of One hundred and fifty Acres neither more nor less **AND** **ALSO** all that other certain Tract piece or parcel of Land Situate lying and being in the Manor of Cortlandt Batted and bounded as followeth to wit **BEING** a heap of Stones on the South side of the last road standing Opposite to the house of Hendrick Tice and running southerly by the Land of Elijah Drake and it comes to the Land of James Hrenkhyte thence Easterly and Northerly by the Land of the said James Hrenkhyte as it runs untill it comes to the Crumpond road so called thence Easterly along the Crumpond road and the first road to the place of Beginning Bounded on the North by the Crumpond road and the first road on the East and South by the Land of the said James Hrenkhyte and on the West by the Land of Elijah Drake and **CONTAINING** Thirty Acres more or less **TOGETHER** with all and singular the Buildings houses out houses Storehouse Dock fences Gardens Orchards meadows Trees Timber pastures feedings Improvements profits privileges Advantages Hereditaments rights members and Appurtenances whatsoever to the said Two Tracts pieces or parcels of Land and premises belonging or in any wise Appertaining And the REVERSION and reversions remainder and remainders rents issues and Services thereof and every part thereof **AND** **ALSO** all the Estate right Title Interest properly due and demand whatsoever both at Law and in Equity of the said Francis Remart of one