



# 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. in the year of our Lord one thousand Seven hundred and Seventy one. **BETWEEN** Francis Permar of the Manor of Corbushet in the County of Wiltshire and Province of the County of the said County and John Seake of the County of New York Merchant of the other part

That all and Singular the said Premises herein before mentioned and hereby **Granted and released** and every part and parcel thereof with their and every of their Appurtenances **to have and to hold** all and Singular the said Two Tracts pieces or parcels of Land Hereditaments and premises therein before mentioned and described and hereby **Granted 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 **NEVERTHELESS** that if the said Francis Permar 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 Permar to the said John Seake in the penal sum of Three hundred pounds of Lawfull money aforesaid. **AND** that 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 Permar his heirs Executors and Administrators 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 Permar his heirs Executors or Administrators or some of them shall <sup>at all times</sup> ~~without any deduction or abatement as aforesaid~~ pay or cause to be paid unto the said John Seake his Executors Administrators or 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 & Express'd in the said Bond 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 **AND** 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 Permar 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 **AND** 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 Permar 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 Permar 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 Permar 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 WITNESS** 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

Permar

