

This Indenture, made the first day

of May in the year of our Lord one thousand eight hundred and forty two Between
Daniel Chadeayne of the town of Yorktown in the County of Westchester and State of
 New York of the first part and Alexander Forbes esquire Clerk of the Court
 of Chancery of the second Circuit of the State of New York

of the second part:
WHEREAS the said Daniel Chadeayne is justly indebted to the said
 parties of the second part, in the sum of ten hundred and ninety six & eighty seven or hundred Dollars,
 lawful money of the United States, secured to be paid by his Bond bearing even date herewith, in the
 penal sum of twenty one hundred and ninety three & seven five hundred Dollars, conditioned for the payment
 of the said first mentioned sum of ten hundred and ninety six dollars and eighty seven and
a half cent on or before the first day of May next with lawful interest thereon
from the date until paid for the use of Eliza W. Chadeayne, Stephen C. Chadeayne,
David C. Chadeayne, John Chadeayne, Henry A. Chadeayne & Charles C. Chade-
ayne infants under the age of twenty one years

as by the said Bond may appear. **Now, this Indenture witnesseth,** That the said party of the first
 part, for the better securing the payment of the said sum of money, according to the condition of the said Bond,
 and in consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged,
 hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant,
 bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, their successors and
 assigns, for ever, **ALL** that certain lot, tract, piece or parcel of land & premises situate lying and
 being in the town of New Castle in the County of Westchester aforesaid and bounded as follows,
viz: Beginning at the Northerly corner thereof at the old Pines Bridge road opposite the house
of William Charles thence running with said road South, forty one and a quarter
degrees West, nine chains & ninety three links to a corner four links from an Elm
tree and adjoining the dower land of Anna Chadeayne widow of Jacob Chadeayne deceased
thence South, along the last mentioned land fifty six degrees East fifteen chains and fifty
four links to the land now in possession of Stephen Knowlton, thence North along the said
land of said Knowlton thirty seven degrees East twelve chains and thirty five links to the land
of William Charles, thence with said Charles' land North, forty five degrees West, sixty one links,
thence North forty eight degrees West, two chains and fifty links, thence North sixty three
degrees West, two chains and seventy four links, thence North, seventy one degrees West
nine chains and fifty two links, to the place of Beginning; Containing seventeen
acres, one rood, and seventeen perches of land, be the same more or less,

Together with the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining. And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof: To have and to hold the herein before granted and described premises, with the appurtenances, unto the said party of the second part, their successors and assigns, to their only proper use, benefit, and behoof, for ever. Provided always, that if the said party of the first part, his heirs, executors, or administrators, shall pay unto the said parties of the second part, their successors or assigns, the money mentioned in the condition of the said Bond, with the interest as therein specified, then these presents, and the said Bond, shall cease, determine, and be

null and void. But if default shall be made the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then, and from thenceforth, it shall be lawful for the said party of the second part, his successors and assigns to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same and all benefit and equity of redemption of the said part of the first part. And as the attorney of the said part of the first part, for that purpose by these presents duly authorized, constituted and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in fee simple and out of the money arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be) unto the said Daniel Chadeayne his heirs, executors, administrators or assigns which sales so to be made shall forever be a perpetual bar with in law and equity against the said part of the first part heirs and assigns and all other persons claiming or to claim the premises or any part thereof by, from or under them or any of them

In Witness whereof, the said party of the first part to these presents, hath hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the presence of

Daniel Chadeayne

State of New York
Westchester County, ss. On the seventeenth day of May in
the year of our Lord one thousand eight hundred and forty two appeared
before me, personally Daniel Shadecayne known to me
to be the person

the Mortgagor described in the before written Indenture of Mortgage, and the said
Mortgagor acknowledged the said Mortgage as and for his act
and deed.

Joseph Carpenter
Justice Peace

Recorded in Westchester County, Clerk's
office in Lib. 67 of Mortgages Page 314 to
May 23. 1842 at 12 past 9 o'clock A.M.

Chas. A. Purdy clk

Daniel Chadayne

To

Alexander Forbes Esq.
Clerk in Chancery

Mortgage

May 23²⁶ 1842

Daniel Chadayne

B. 1812

deceased

1842

age 70