

This Indenture made the twenty eight day of January in the year of our Lord one thousand eight hundred and twenty four, between Gardum Wells of Loatubos in the County of Seneca and State of New York of the first part and Josiah B Porter of the town County and State aforesaid of the other part - Whereas Abijah Mathews of Junius in the County of Seneca and State of New York did by a certain Indenture of Mortgage, dated the Sixteenth day of March in the year one thousand and eight hundred and twenty two, for the consideration of three hundred eighty five Dollars and thirty nine cents, bargain and sell unto the said Gardum Wells - and to his heirs and assigns forever all that certain piece or parcel of land lying and being in the town of Junius County of Seneca and State of New York, known and distinguished by being a part of lot number one thirty two, beginning on the west line of said lot, twenty two chains ~~to the~~ and seventy three link, from the South west corner of said lot number thirty two, thence running east forty four chains to the west to the west line of the State hundred acres thence north twenty two chains and seventy three link, thence west parallel with the first line forty four chains to the west line of said lot thence south on the west line of said lot to the place of beginning containing one hundred acres of land - together with all and singular the hereditaments appurtenances thereunto belonging to have and to hold the said granted and bargained premises with the appurtenances unto the said Gardum Wells his heirs and assigns to the only proper use and behoof of the said Gardum Wells his heirs and assigns forever, provided nevertheless and the said Indenture of Mortgage was thereby declared to be upon condition that if the said Abijah Mathews his heirs executors administrators or assigns should well and truly pay unto the said Gardum Wells his executors administrators or assigns the first and full sum of one hundred ninety two dollars eighty nine cents by the first day of April eighteen hundred twenty three with interest and the further sum of of one hundred ninety two dollars fifty cents by the first of April one thousand eight hundred and twenty five with interest from date, then the said Indenture of Mortgage should be void and of none effect - And the said Abijah Mathews did by the said Indenture for himself his heirs and assigns agree with the said Gardum Wells his heirs executors administrators or assigns, that in case it should so happen that the said sum of three hundred and eighty five dollars and thirty nine cents and the interest for the same should be due and unpaid at the time limited for the payment thereof in the whole or part thereof that then it should and might be lawful for the said Gardum Wells his heirs or assigns at any time after default in payment to bargain sell and dispose of the said mortgage premises with the appurtenances at public or private sale and out of the monies to arise from the sale thereof to retain and keep the said sum of three hundred and eighty five Dollars and thirty nine cents and the interest or to much thereof as might be due together with the costs and charges of such sale or sales rendering the over plus monies if any to the said Abijah Mathews his heirs executors administrators or assigns - And whereas the said Abijah Mathews did not pay to the said Gardum Wells the said sum of three hundred and eighty five Dollars and thirty nine cents with the interest at the times limited for the payment thereof or any part of the said sum of money or at any time since - And the said Gardum Wells both therefore in pursuance of the act thereto given to him as aforesaid ~~and~~ and according to the Statute in such case made and provided caused the premises to be advertised and sold at public auction and the

same has been struck off to the said to the said Joseph B Porter for five hundred and five Dollars being
the highest sum bid therefore - Now therefore this indenture witnesseth that the said Gardner Mills
in pursuance of the power and Statutes aforesaid and also for and in consideration of the said
sum of five hundred and five Dollars to him in hand paid by the said parts of the said
second part, being the same Joseph B Porter at and before the making and delivery hereof the
receipt whereof is hereby acknowledged to the grantee, bargained, sold, aliened, released and confirmed and
by these presents doth grant bargain sell alien release and confirm unto the said Joseph
B Porter and to his heirs and assigns forever all the form, piece or parcel of land above mentioned
together with the Hereditaments and appurtenances to the same is described and conveyed
by the said Indenture of Mortgage - and all the Estate in the title interest, claim and demand
at law and in equity of him the said Gardner Mills and also of the said Abigail Watkins
as far forth as the said Gardner Mills hath power to grant and convey the same of in and
to the premises and every part and parcel thereof - to have and to hold the said above granted
and bargained premises with the appurtenances unto the said Joseph B Porter his heirs
and assigns to the sole and only proper use and behoof of the said Joseph B Porter his
heirs and assigns forever - In witness whereof the parties have hereunto set their hands and
seals the day and year first above written

Signed sealed and Delivered
in Presence of -
Sam. Bondall

The word "to the" in the 10 line 1 page crossed before execution
The word "conveyed the Premises" in the 39. line 1 page crossed before
execution,

Gardner Mills

Deed from
Gardner Mills
Joseph B Porter

Ent. 28th Jan'y 1824 -
at 45. min past 5. P. M.

Recorded in Seneca County
Clerk's office in Book
Q. of Deeds Page 284, the
twenty eighth day of January
1824. at 45. minutes past five
O'clock P. M.

E. Whitehead Dep. Clerk

Perid

State of New York
Seneca County ss on the twenty Eight day of
January 1824 personally came before me Pierre
A Parker one of the Judges of the county courts of the
county of Seneca Gardner Mills to me known to be
the Grantor described in and who executed the
within deed. and acknowledged that he had
executed the same Let it be Recorded -

Pierre A Parker