

David Mourin

to

John W. Brown

Mortgage.

1st Mo. 1834

Recorded.

Recorded in Orange County Records
for Mortgage in Liber No 34 pages
234-235 & 236 Aug 6 1835 at
10c. P.M.

L. L. Smith

Aug 6 1835 at 10c. P.M.

This Indenture, made the first day
of December in the year of our Lord one thousand eight hundred and thirty four BETWEEN

David Munn of Grosby Point in the County of
Rockland of the first part and John W. Brown
of Newburgh in the County of Orange —

of the second part: WHEREAS the said David Munn is — justly indebted
to the said party of the second part, in the sum of Three Thousand Dollars
lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing
even date with these presents, in the penal sum of Six Thousand Dollars — lawful
money as aforesaid, conditioned for the payment of the said first mentioned sum

Three Thousand Dollars on demand with interest
from the date thereof (it being the consideration money
for the lot of land hereinafter first described) —

as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear.
Now this Indenture Witness, That the said party of the first part, for the better securing the payment of the said
sum of money mentioned in the condition of the said bond or obligation with interest thereon, according to the
true intent and meaning thereof, and also, for and in consideration of the sum of one dollar, to be in hand
paid, by the said party of the second part, at, or before the executing and delivery of these presents, the receipt
whereof is hereby acknowledged, he has granted, bargained, sold, aliened, released, conveyed, and confirmed, and
by these presents do he grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second
part, and to his heirs and assigns forever, ALL the land and tenements

that certain piece of land
 of land situate lying and being in the town of
 Harvostro in the County of Kentland, being
 part of parcel of the farm or premises conveyed by
 Isaac L. Hall of the City of New York Maria E. his
 wife to one Laurens Pondfoot by Deed dated the
 15th day of August 1836 the premises hereby unde-
 dited to be conveyed being the Northern part of said
 farm & comprised within the Red line in the map
 of these premises annexed to the deed from said
 Pondfoot to David Mann & recorded with said deed
 & particularly laid down in said map and
 containing including the road or highway
 Twenty Two acres, one rood, & five perches better
 or more or less. And also all that certain
 farm, tract, or parcel of land situate in the town
 of Newburgh County of Dutch & bounded as follows
 to wit: Beginning at a poplar tree standing at the
 corner of the lot on the West

South East Corner William Ward's lot on the West
Side of the down River runs from thence North fifty
degrees West three chains, nearly level, thence North
thirty seven degrees East two chains, nearly level.

thence North twenty eight Degrees East four chain and
Seven ten links, thence North Seventy two degrees and
thirty minutes west forty two chain to William
Smith's line, thence South Eighteen degrees west
three chain, thence North Seventy two degrees and
thirty minutes west Eighteen chain to Daniel
Torker's line, thence South Eighteen degrees west
Eight chain to the North west corner of Charles Smith's
line, thence South fifty nine degrees East seven chain
& seven six links, thence South sixteen degrees
west seven chain & thirteen links to the south side of
the road leading to Hudson River, thence South sixty
seven degrees east forty nine chain to the west shore
of Hudson River, thence North Thirty five degrees
East Seventeen chain and Eighty links to the
place of Beginning: Containing One Hundred
and Nineteen acres of land more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; AND also the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances, unto the said part of the second part, his heirs and assigns, to his their own proper use, benefit and behoof forever. Provided always, and these presents are upon this express condition, that if the said part of the first part, his heirs, executors, or administrators, shall well and truly pay unto the said part of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, then these presents, and the estate hereby granted, shall cease and be null and void. AND the said David Mann for himself his heirs, executors and administrators, doth his covenant, grant, and agree, to and with the said part of the second part, his executors, administrators, and assigns, that the said David Mann shall and will well and truly pay unto the said part of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, according to the said condition. BUT if default shall be made in 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 part of the second part, his executors, administrators and assigns, to enter it 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, his heirs, executors, administrators or assigns, therein, at public auction, according to the act in such case made and provided: 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 cost and charges of advertisement and sale of the same premises, reserving the overplus of the purchase money (if any there shall be) unto the said David Mann of the first part, his heirs, executors, administrators, or assigns: which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part of the first part, his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under him, them or any of them.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

L. F. Ballouwith

David Mann

Dutchess County ss. On this day the nineteenth day of December
in the year One thousand eight hundred and thirty four Sam^l
S. Butterworth with whom I am personally acquainted came
before me and being by me duly sworn depose and say, that
he is a resident of the town of Schoharie in the County of
Orange, that he saw David Munn execute the within
conveyance, that he the said Sam^l S. Butterworth sub-
scribed his name thereto as a witness, and that he
knew the said David Munn to be the person discus-
ed in and who executed the said conveyance.

Charles H. Briggs

County Judge of the 2^d District

Rockland County ss.

I certify that the foregoing Mortgage and Certificate is
Recorded in Liber B. of Mortgages, folios 407, 408 & 409, the
25th day of December, 1834. 12 o'clock, A.M.

By David Pye Clerk