

MAR - 5 1874

2-15

Adam Libburn

and Wife

To
Genl L Livingston

and
John Jones

249
Mortgage.

Dated December 5th 1873

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Ab

This Indenture, made the *twenty fourth* day
of December in the year one thousand eight hundred and *Seventy three* Between
Adam Lelburn and Rachel his wife of Stony
Point County of Rockland and State of New York
parties of the first part and Levi L. Livingston and
John Jones of the City and County of New York
and State aforesaid

of the second part;
 Whereas, the said *parties of the first part are* justly indebted
 to the said *parties of the second part*, in the sum of *Two thousand dollars*
lawful money of the United States, secured
 to be paid by a — certain bond or obligation bearing even date with these presents, in the penal sum
 of *Four thousand dollars* *lawful*
money as aforesaid, conditional for the payment of the said first mentioned sum of Two thousand
dollars

lawful money as aforesaid, to the said parties of the second part, their executors, administrators, or
assigns, on the first day of *January* which will be in the year
one thousand eight hundred and Seventy Six and interest thereon to be computed
from the first day of January 1874 at and after

from the first day of January 1874
the rate of Seven per cent. per annum, and to be paid half yearly

at and after

And it is thereby expressly agreed, that should any default be made in the payment of the said interest, or of any part thereof, on any day when the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of *thirty* days, then and from thenceforth, that is to say, after the lapse of the said *thirty* days, the aforesaid principal sum of *Two thousand dollars* with all accretage of interest thereon, shall, at the option of the said parties of the second part, *their* administrators or assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof in any wise notwithstanding:

As by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear. Now this Indenture Witnesseth, That the said parties 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 *them* in hand paid by the said parties of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said parties of the second part, and to *their heirs* and assigns forever, *All that certain Lot piece or parcel of Land*

Situate lying and being on the Northernly side of Eighty
Sixth Street in the City of New York shown on the Map of Property
belonging to the Estate of John H. Howland deceased on file in
the office of the Register of the City and County of New York
by the Number 378 and Bounded and Containing as follows
Beginning at a point on the Northernly side of Eighty Sixth Street
distant Two hundred feet Westerly from the Westerly line of
Eleventh and running thence Westerly along said Street Twenty
Five feet thence Northernly and parallel with said Avenue
One hundred feet and Eight inches to the center line of the Block;
thence Easterly along said center line Twenty Five feet; thence
Southernly and parallel with said Avenue One hundred feet and
Eight inches, to said Street at the point or place of Beginning
and also all the right title and interest of the said parties of the
first part of in and to said Street in front of and adjoining said
Lot to the center of said street.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest ~~certainty and right~~ ^{certainty} property, possession claim and demand whatsoever, as well in law as in equity, of the said parties 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 parties of the second part ~~their~~ heirs and assigns, to ~~them~~ their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the said parties of the first part ~~their~~ heirs, executors, or administrators, shall well and truly pay unto the said parties of the second part, ~~them~~ 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, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said parties of the first part ~~and~~ ^{do} ~~hereby~~ ^{do} ~~their~~ ^{do} heirs, executors and administrators, do covenant and agree, to pay unto the said part of the second part, ~~them~~ executors, administrators, or assigns, the said sum of money and interest as mentioned above and expressed in the condition of the said bond. And 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 parties of the second part, *their* executors, administrators 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 parties of the first part, *their* 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 costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money, (if any there shall be,) unto the said *Adam Gilborn* one of said parties 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 parties of the first part, *their* heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under _____ them, or either of them.

~~And it is expressly agreed by and between the parties to these presents, that the said part of the first part, shall and will keep the buildings coted and to be coted upon the lands above conveyed, insured against loss and damage by fire, by insurers, and in an amount appointed by the said part of the second part, and assign the policy and certificates thereof to the said part of the second part; and in default thereof, it shall be lawful for the said part of the second part, to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with interest at the rate of _____ per cent. per annum.~~

In Witness Whereof the said parties of the first part, did then execute at their hands and seal's the day and year first above written.

Sealed and delivered in the presence of

William Govan

Adam Lilburn

Rachel C Lilburn

State of New York }
County of Rockland } On the Twenty-fifth day of December
1873, before me came Adam Lilburn and Rachel C his wife
known to me to be the same persons described in and who
acknowledge each for themselves that they executed the
 foregoing Mortgage and the said Rachel on a private ac-
 knowledgment by me separate and apart from her husband acknowledge
 that she executed the said Mortgage freely and without any
 fear or compulsion of her said husband

Recorded in the Office of the Register
of the City & County of New York, in
Liber 160 of Mortgages, page 230
on the 5th day of January A.D.
1874 at 2 o'clock & 15 minutes P.M.
Witness my Hand & Official Seal

F. H. R. Register

William Govan
Notary Public for
Rockland Co. N.Y.

State of New York, { ss.
County of Rockland, }

I, CYRUS M. CRUM, Clerk of the County of Rockland, and also Clerk of the County Court of said county, and one of the Clerks of the Supreme Court of said State, Courts of Record, do hereby certify that William Govan Esquire, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for said county, dwelling in the said county, and duly sworn and authorized to take the same. And further, that I am well acquainted with the hand writing of the said Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. And that the annexed instrument is executed and acknowledged in conformity to the laws of said State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Courts and County, the 15 day of December 1873

Cyrus M. Crum

Clerk.