

David Mearns
and wife

To

John W Brown

Mortgage

Recorded

Recorded in Large County
Records for Mortgage Book etc.
13, Pages 331, 332, 333 & 334
Oct 17th 1839 at N. York. N. Y.

A. J. Mearns
Scribe

Oct. 17th 1839 11 A.M.

This Indenture, made the *First* day
of *December* in the year one thousand eight hundred and *thirty eight* **BETWEEN**
Davis Allen of Grapvy Point in the County of Rockland
and Catharine his wife of the first part and John W
Brown of Stroudburgh in the County of Orange
of the second part: **Whereas** the said *Davis Allen* is justly indebted
to the said part *y* of the second part, in the sum of *One thousand seven hundred Dollars*
lawful money of the United States

secured to be paid by his certain bond or obligation bearing
even date with these presents, in the penal sum of *Three thousand four hundred Dollars*, lawful
money as aforesaid, conditioned for the payment of the said first mentioned sum of *One thousand*
seven hundred Dollars one year after date with
interest

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 part *y* 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 part *y* of the second part, at or before the enrolling 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 part *y* of the
second part, and to his heirs and assigns for ever, **ALL** that certain piece or pieces

of land situate lying and being in the town of Haverstraw in
the County of Rockland being part & parcel of the farm or
premises conveyed by John & L. Platt of the City of New York
and Maria P. his wife to one Lawrence Thompson by Deed
dated the 16th day of August 1838 and the premises hereby
intended to be conveyed being the severalty part of said farm &
confines within the Red line on the map of these premises annexed
to the deed from said Thompson to David Miller & Heirs as well
said deed & particularly laid down on said map and containing
including the road or highway Twenty two acres and parts and
five perches be the same more or less and is bounded
on the North East & West by the Hiram River and on
the South by the lands of John Blackwell and also
all that certain farm or tract or parcels of land situate in the
town of Westburgh County of Orange & Dutchess as follows
to wit Beginning at a poplar tree standing at the South East

corner of William Woods lot on the west shore of the Hudson
River and runs from thence north fifty degrees west three chains
and fifty links thence north thirty nine degrees East two chains
thirty two links thence north twenty eight degrees East four
chains and seventeen links thence north seventy two degrees
and thirty minutes west forty two chains to the line of
lands now or formerly of William Smith thence South
Eighteen degrees West three chains thence south seventy
two degrees and thirty minutes west Eighteen chains to
Daniel Lockers line thence south eighteen degrees west
Eight chains to the south west corner of Charles Drunklers line
thence South fifty nine degrees East seven chains & seventy
six links thence South sixteen degrees west seven chains
and thirteen links to the South side of the road leading
to the Hudson River thence South fifty seven degrees East
forty nine chains to the west shore of the Hudson River
thence north thirty five degrees East seventeen chains
and eighty links to the place of Beginning Containing
one hundred and sixteen acres of Land more or less.

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, ~~claim~~ 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: Do here and to hold the above granted bargained, and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to him & their own proper use, benefit, and behalf for ever. Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of this 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 null and void. And the said ~~claim~~ ~~claiming~~ for himself, his heirs, executors, and administrators, doth covenant and agree to pay unto the said party of the second part, his 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 very grew 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 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 part is of the first part, ~~the~~ 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 parties 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 surplus of the purchase money (if any there shall be) unto the said Daniel Mann of the first part, his heirs, executors, administrators, or assigns; which sale, or to be made, shall for ever be a perpetual bar, both in law and equity, against the said parties of the first part, ~~the~~ 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.

In Witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

Wm. H. Clinton

Daniel Mann

Cather Mann

State of New York
County of Orange }

ss. On this fourteenth day of December one thousand eight hundred and thirty eight before me James Es.

Clinton one of the Judges of the County Court of the said County
of Orange being of the degree of Counsellor at Law of the Supreme
Court of the State of New York, personally came David Munn
and Catharine his wife to me known to be the persons described
in and who executed the foregoing deed of mortgage and
severally acknowledged that they executed the same, and the
Catharine on a private examination separate and apart from
her husband acknowledged that she executed the said deed
of mortgage freely and without any fear or compulsion of or
from her said husband.

David Munn

Rockland County
Clerk's Office } Recorded Sec.
17th 1830 at 11 o'clock AM
in Liber of Mortgages
pages 62, 63, 64, & 65
Attest: Hogenboom, Clerk