

Aug 8 - 3 - 10

David Munn and
Catherine his wife

TO

Benjamin S. Shepherd.

14

MORTGAGE.

Dated 5th Jan'y 1858.

Superior Land

Register

Barren

Sept No 14

Minnesota

This Indenture,

On the 5th day of January in the year one thousand eight hundred and fifty-eight. Between David Munro of Harvstraw, Rockland County, New York, and Catharine his wife parties of the first part, and Benjamin S. Shepherd of the City of New York

Whereas, the said David Mann is justly indebted to the said party of the second part, in the sum of Three thousand, five hundred Dollars lawful money of the United States, secured to be paid by him certain bond or obligation bearing even date with these presents, in the penal sum of Seven thousand dollars lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of three thousand five hundred dollars on the fifth day of January, in the year eighteen hundred and sixty with interest on said sum at the rate of seven per cent per annum, payable semi-annually, on the fifth day of July and January in each year until said sum be paid. 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 party of the first part for the better securing

of the said bond of obligation, and the conditions therein expressed, every condition was, only such party
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 of 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 party 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 party of the second part, and to his heirs and assigns forever, **All that certain**
piece or parcel of land, situate lying and being on the Northerly side of
3rd street between the eighth and ninth Avenues in the District of
Columbia of the lot of Peter West bounded and described as follows, viz
beginning at a point on the Northerly side of thirty fifth street distant two hundred
to seven feet ten and one quarter inches westerly from the north-west corner
of the Eighth Avenue and thirty fifth street, and running thence north-
westerly with the Eighth Avenue twenty eight feet and seven inches to the
line of the block between thirty fifth and thirty sixth streets, thence
running westerly along the said center line of the block seventeen feet ten
and one quarter inches, thence southerly and parallel with the Eighth Avenue
twenty eight feet and seven inches to the Northerly side of thirty fifth street
and thence easterly along the Northerly side of thirty fifth street seventeen
feet ten and one quarter inches to the point or place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or
in any wise appertaining, and the reversions and reversioners, remainders and remainders, rents, issues and
profits thereof: **And also,** all the estate, right, title, interest, claim & right of down 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, said described premises, with the appurtenances, unto the said party of the
second part his heirs and assigns, to him and 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 party 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, that then these presents, and the estate hereby granted,
shall cease, determine and be void. And the said David Shum for

himself, his heirs, executors and administrators, do 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 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 executors, administrators
or assigns, to enter into and upon all and singular the premises hereby granted or intended as 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 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
parties of the first part, their heirs, executors,

administrators or assigns: which sale, so to be made, shall forever be a perpetual bar both in law and

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~~ 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.

Witness and delivered in the presence of

John A. Cole


James L. [unclear]

Robert [unclear]

Rockland County, 22: On this 9th day of January
one thousand eight hundred and fifty eight
Before me, ^{Justice of the Peace} David Mann and Catharine
his wife to me known to be the individuals
described in and who executed the within
conveyance and acknowledged that they
executed the same and the said Catharine
acknowledged on a private examination
by me made apart from her husband that
she executed the said conveyance freely
and without any fear or compulsion of him

John S. Cole
Justice of the Peace

Recorded in the Office of Records of the City &
County of New York in Lib. 550 of Ant. page 513
Dawning 80785 at 3 o'clock 4 10 m. PM
Examined by J. M. Prince
1/

Rockland County, N.Y.: On this 7th day of January
one thousand eight hundred and fifty eight
before me, ^{personally} David Munn and Catharine
his wife to me known to be the individuals
described in and who executed the within
conveyance and acknowledged that they
executed the same and the said Catharine
acknowledged on a private examination
by me made apart from her husband that
she executed the said conveyance freely
and without any fear or compulsion of him.

John S. Cole
Justice of the peace