

David Munn wife
To
John W. Munn

Mortgage

\$3,000.

Recorded

Recorded in Orange County

Record for Mortgages Liber
No 55 Pages 233, 234, 235 & 236

May 8th 1835.

L. L. L. L.

May 1.75

May 8th 1835 at 5.06 P.M.

This Indenture, made the *First* day
of *April* in the year of our Lord one thousand eight hundred and thirty five
BETWEEN *David Munn of Gales Point in the County of Mecklenburg*
and *his wife of the first part and John W. Brown*
of Petersburg in the County of Orange State of New York

of the second part: Whereas the said *David Munn* is justly indebted to the
said part *2^d* 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 *Three Thousand Dollars* one year
after date thereof with interest payable annually on the first
day of *April* (being the purchase money for the premises herein
after first described)

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 *1st* 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 *him* in hand
paid, by the said part *2^d* of the second part, at, or immediately before the execution and delivery of these presents, the

receipt whereof is hereby acknowledged, he ~~is~~ granted, bargained, sold, aliened, released, conveyed, and confirmed, and by
these presents do - grant, bargain, sell, alien, release, convey, and confirm, as part of the second part,
and to his heirs and assigns for ever, ~~that~~ that certain piece or parcel of land
situate lying and being in the town of Hamorton in the
County of Kentland aforesaid and is part and parcel of the
premises conveyed by said Platt of the City of New York and
Maria E his wife to our said son Joseph by deed bearing
date the 15th day of August 1830 and by the said son
Joseph conveyed to the said David Mann by deed
dated the day of in the year 1834 and is,
compised within the Red line in the map of these premises
conveyed to said said son Joseph to Mann as a
recorded with said deed containing (including the road)
Twenty Two acres, one rood five perches of land: And also
all that certain other lot, piece or parcel of land situate
and being in the town of Newburgh in the County of Orange
and State of New York bounded as follows viz. Beginning

at a higher level standing at the North East corner of William
Wood lot on the West shore of Hudson's River from the
North 1/4 degree west three chains and forty links, then a
North 1/4 degree East two chains nearly two links,
then a North nearly East degree East four chains & seventeen

hence, thence north twenty two degrees and thirty minutes
west forty two chains to William Smith's line, thence South
Eighteen degrees west three chains, thence north twenty two
degrees and thirty minutes west Eighteen chains to Daniel
Torber's line, thence South eighteen degrees west Eight chains
to the North west corner of Charles Demott's line, thence south fifty
nine degrees east seven chains and seventy six links, thence
South sixteen degrees west seven chains, thirteen links, to the
south side of the road leading to Hudson's River, thence south
sixty seven degrees east forty nine chains to the west shore of
Hudson's River, thence north thirty five degrees east
Seventeen chains and eighty links to the place of beginning
containing One Hundred and Ninety acres of land
more or less, being the whole of the premises owned by the said
David A. Turner in the town of Newburgh.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the revenues and incomes, remainders and remainder, rents, issues and profits thereof; **And also** all the estate, right, title, interest, ~~power~~ 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 said hereby granted premises, and every part and parcel thereof, with the appurtenances: **We have and do hold** the above granted, bargained and described premises, with the appurtenances, unto the said part of the second part, his heirs and assigns, to him or their own proper use, benefit and behoof for ever. **Provided always**, and these presents are upon this express condition notwithstanding, that if the said ~~David Allmon~~ his heirs, executors administrators, shall and do well and truly pay, or cause to be paid, 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 with the interest thereon, at the time and in the manner mentioned in the condition of the said bond or obligation that then and from thereafter these presents, and the estate hereby granted, and also the said bond or obligation shall cease, determine, and be utterly null and void, any thing herein before contained to the contrary in any wise notwithstanding. **And** the said ~~David Allmon~~ for himself his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said part of the second part, his executors, administrators and assigns, that the said parties of the first part shall and will well and truly pay, or cause to be paid, unto the said part of the second part, his executors, administrators or assigns, the said sum of money at the time and in the manner herein before specified, according to the condition of the said bond or obligation. **And it is hereby mutually covenanted and agreed**, by and between the parties to these presents, that if default shall be made in the payment of the said sum of money mentioned in the condition of the said bond or obligation or the interest which shall accrue thereon, or of any part thereof, at the time specified for the payment thereof, according to the tenor and effect of the condition of the said bond or obligation that then and from thereafter it shall be lawful for the said part of the second part, his heirs and

obligation that then and from thenceforth it shall be lawful for the said part ¹ of the second part, ^{his} heirs and assigns, to enter into and upon all and singular the premises hereby granted, or into ^{to} be, and to grant, bargain, sell and dispose of the same, and to benefit and equity of redemption of the same, ^{the} said part, ^{their} heirs, executors, administrators or assigns, therein, at public auction, according to the act of ^{the} Legislature in such case made and provided: And as the attorney of the said part ² of the first part, for that purpose, by then presents, duly authorized, constituted and appointed, to make, seal, execute and deliver, to the purchase 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 moneys arising from such sale, to retain the principal and interest moneys which shall then be due on the said bond or obligation according to the conditions thereof, together with all the costs and charges of advertisement and sale of the same premises, rendering the surplus of the purchase moneys (if any there shall be) unto the said David Martin 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 part ³ of the first part, ^{their} heirs and assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under ^{them} them, or any of them.

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

Sealed and Delivered in the presence of

David P. Hume

Catharine Hume

State of New York, On the 4th day of April one thousand eight hundred
County of Albany and Thirtieth Town before me came the within named
David Hume and Catharine his wife known to me to be the individuals de-
scribed in and who executed the foregoing conveyance who acknowledged
that they executed the same, and the said Catharine wife of the said

Grand Jurors, acknowledged before me on a private examination apart from
her said Husband, that she executed the said conveyance freely and without
any fear or compulsion of her said Husband, all which I certify
accordingly.

Thomas S. Fisk, a Justice of the Peace
Commissioner in and for the County of Orange.

Rockland County, I hereby certify the within Mortgage
Clerks Office - and above Certificate are recorded this
Ninth Day of April 1835 at 7 o'clock P.M. in Liber
C of Mortgages pages 445. 446 & 447

Benjamin Hagenbush, Clerk