

the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Gerard Van Schaick.L.S.

Sealed & delivered in the presence of

The word two on the 2d line the word seven on the 12th line from top within on erasures before execution. The word north on the second & eleventh lines written on erasures before execution. Peter Gansvoort

THIS INDENTURE MADE the second day of July in the year of our Lord one thousand eight hundred and twenty two BETWEEN STEPHEN LUSH of the City of Albany Counsellor at law JAMES STEVENSON, PIERRE VAN CORTLANDT and JOHN L. WALSH executors of the last will and testament of Dudley Walsh late of the City of Albany deceased of the one part and VOLKERT P. DOUW of the City of Albany merchant of the other part WHEREAS Solomon Southwick of the City of Albany & Jane his wife, Henry C. Southwick and Mary his wife of the same place did by a certain indenture of release by way of Mortgage dated the first day of November in the year of our Lord one thousand eight hundred and fourteen for the consideration of One thousand dollars money of account of the United States with lawful interest for the same grant, bargain, sell, alien, release, and confirm unto the said Stephen Lush and Dudley Walsh in the lifetime of the said Dudley Walsh in their actual possession then being and to their heirs and assigns forever,

A L L that certain piece or parcel of land situate lying and being in the Town of Guilderland in the County of Albany on the south side of and adjacent to the Western Turnpike known and distinguished on a certain partition and map of partition made the seventeenth day of October in the year of our Lord one thousand eight hundred and seven by Benjamin Gilbert John D.P. Douw, and Charles R. Webster in pursuance of a rule of the Supreme Court appointing them commissioners of partition as lot number ten bounded as follows: beginning in a line called Bettys line at a post placed therein being the southeast corner of lot number nine in the partition & map aforesaid and runs thence forty four degrees

east fourteen chains eighty seven links to the middle of the Turnpike road aforesaid thence along the middle of the said Turnpike to the Western line of lot number eleven thence along said line south forty four degrees west sixteen chains and ninety three links to a post marked James Gourlay No. ten standing in Bettys line thence northerly along said line to the place of beginning containing ten acres and one half of an acre be the same more or less it being the whole of said lot number ten in the map and partition known and distinguished except so much thereof as lies on the north side of the middle of said turnpike.

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the said lot piece or parcel of land unto the said Stephen Lush and Dudley Walsh in the lifetime of the said Dudley Walsh their heirs and assigns to the only proper use and behoof of the said....heirs and assigns forever, Provided Nevertheless and the said release was thereby declared to be upon condition that if the said Solomon Southwick and Jane his wife, Henry C. Southwick and Mary his wife their heirs executors, or administrators did and should well and truly pay or cause to be paid unto the said Stephen Lush and Dudley Walsh in their life time or their executors, administrators or assigns the just and full sum of one thousand dollars lawful money aforesaid with lawful interest for the same according to the conditions of a certain bond or writing obligatory bearing even date with the said release that in such case the said release and the said writing obligatory should be void and of no effect and the said Solomon Southwick & Jane his wife, & Henry C. Southwick & Mary his wife did by the said release for themselves their heirs executors, and administrators covenant, grant and agree with the said Stephen Lush and Dudley Walsh heirs executors, administrators and assigns that in case it should so happen that the said sum of one thousand dollars and the interest for the same should be due and unpaid at the time limited for the payment thereof the whole or in part thereof that it should and might be lawful for the said Stephen Lush & Dudley Walsh heirs or assigns any time after default in payment to grant bargain, sell, or dispose of the said lot, piece or parcel of land at public vendue or auction to any person or persons whomsoever and out of the monies to arise or arising from the sale thereto to retain and keep and retain in their hands the said sum of one thousand dollars and all interest due thereon together with costs & charges

of such sale or sales rendering the overplus money if any there be to the said ....heirs  
executors, administrators and assigns. And WHEREAS the said Solomon Southwick & Jane his  
wife, Henry C. Southwick & Mary his wife, did not pay to the said Stephen Lush and Dudley  
Walsh the said sum of One thousand dollars at the time limited for payment or at any  
time since. And WHEREAS by an Act of the Legislature of the State of New York made and  
passed the nineteenth day of March in the year one thousand eight hundred and thirteen  
entitled An Act concerning mortgages it is enacted that no sale of any lands, tenements  
or hereditaments made or to be made in due form of law by any mortgagee or others there  
unto authorized by special power for that purpose from any person entitled to the eq-  
uity of redemption therein shall be defeated to the prejudice of any bona fide purchas-  
er thereof in favor of any person claiming such redemption in equity  
Provided that nothing herein contained shall be construed to prejudice any other mort-  
gages of the same premises or any part thereof of whose title accrued prior to such  
sale or any creditor to whom the mortgaged premises or any part thereof were before b-  
bound by any judgment at law or decree in equity And provided also that nothing herein  
contained shall operate to secure any such purchaser under any power executed since the  
nineteenth day of March in the year one thousand seven hundred and seventy five or  
hereafter to be executed for the purposes of such sale unless the party executing the  
same be of the age of at least twenty five years. And it is further enacted that all  
such powers to mortgagees made or to be made authorizing sales in fee shall be acknow-  
ledged or proved and recorded together with the certificate of such proof or acknow-  
ledgment as deeds and conveyances usually are before the conveyances for the sale be  
executed and every such sale shall be at public auction or vendue and public notice sh-  
shall be given thereof by advertisements one copy thereof to be inserted and continued  
at least once a week for six successive months previous to the sale in one of the news-  
papers published in the county where the mortgaged premises lie; and if no newspaper be  
published in the said County then and in that case the notice aforesaid shall be pub-  
lished in one of the newspapers in the county nearest to the mortgaged premises where a  
newspaper is printed, and another copy thereof to be fixed upon the outward door of

the court house of the City and County in which the premises or the greater part thereof are situate. And WHEREAS the said Solomon Southwick and Henry C. Southwick were at the time of executing of the said release by way of mortgage above the age of twenty five years. And WHEREAS the said lot, piece and parcel of land in pursuance of the Act aforesaid and by virtue of the power contained in the said release by way of mortgage hath been sold and disposed of in fee simple at public vendue to Volkert Douw, above named for the sum of two hundred and sixty dollars lawful money of the United States public notice having been given of such sale as by the said Act is directed. And WHEREAS the said release by way of mortgage hath been acknowledged, proved, registered and recorded. Now therefore This Indenture WITNESSETH That the said Stephen Lush in his own behalf & the said James Pierre & John as executors of the said Dudley Walsh in pursuance of the power and act aforesaid and also for and in consideration of the sum of two hundred and sixty dollars of lawful money aforesaid to them in hand paid by the said Volkert P. Douw at and before the en sealing and delivery hereof the receipt whereof is hereby acknowledged have granted bargained, aliened, released and confirmed and by these presents do grant, bargain, sell, alien, release and confirm unto the said Volkert P. Douw in his actual possession now being and to his heirs and assigns forever,

ALL that lot, piece or parcel of land above mentioned together with the hereditaments and appurtenances as the same was conveyed to them by release by way of mortgage to him have and to hold the said lot, piece or parcel of land unto the said Volkert P. Douw his heirs and assigns forever.

IN WITNESS WHEREOF the parties hereunto their hands and seals have subscribed and set the day and year first above written.

Sealed & delivered in the presence of  
By James Stevenson, John S. Walsh and Stephen  
Lush, Rich. S. Treat. Daniel W. Birdsall witness  
to signature of Pierre Van Cortlandt

Jas. Stevenson, L.S.  
John S. Walsh, L.S.  
Pierre Van Cortlandt, L.S.  
Step. Lush, L.S.

State of New York, County of Westchester, ss

Be it remembered that on the twenty seventh day  
of July in the year of our Lord 1822, personally came

before me Daniel Wm. Birdsall one of the commissioners to take the acknowledgments of deeds in & for the said County Pierre Van Cortlandt, to me known to be the person who executed the within indenture and acknowledged that he executed the same all of which I certify according to act in such case made and provided.

Daniel Wm. Birdsall

(L.S.) State of New York, County of Westchester; ss

I, Nehemiah S. Bates Clerk of the County of Westchester do hereby certify that Daniel Wm. Birdsall whose name is subscribed to the certificate of the annexed indenture of deed of conveyance and acknowledgment and endorsed thereon was, on the day of the date of the said certificate a Commissioner in and for the County of Westchester, dwelling in the said County Commissioned & sworn and duly authorized by law to take the proof and acknowledgment of deeds and discharges of mortgages &c. and further that I am acquainted with the handwriting of the said Commissioner and verily believe that the signature of Daniel Wm. Birdsall subscribed to the said certificate is in the proper handwriting of the said Commissioner.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said County the twenty seventh day of July 1822.

N. Bates, Clk.

State of New York; Albany; ss

ON the twenty ninth day of July in the year of our Lord one thousand eight hundred and twenty two came before me Stephen Lush, James Stevenson and John S. Walsh respectively known to me to be the grantors described in and who executed the within indenture and who severally acknowledged that they had executed the same for the uses and purposes therein expressed and finding no erasures or interlineations therein I allow the same to be recorded.

Richd. S. Treat, Commissioner &c.

Recorded and compared with the original this 19th day of Sept. 1822, at 4 P.M.

H. Merchant D. Clk.

THIS INDENTURE Made the twenty ninth day of July in the year of our Lord one thousand eight hundred and twenty two BETWEEN VOLKERT P. DOUW of the City of Albany merchant of the first part and STEPHEN LUSH of the same place counsellor at law of the second part WITNESSETH That the said party of the first part for and in consideration