

WHEREAS Herman H. Bogert Isaac Bogert & Jane Van Rensselaer wife of Killiam W. Van Rensselaer are adiged as Tenants in common of a certain lot piece or parcel of land situate lying and being in the fourth ward of the city and county of Albany on the west side of south Market Street and extending to Liberty Street the east half of said lot is now in the tennue and occupation of Richard Marvin & Co. and WHEREAS THE SAID Herman H. Bogert and Isaac Bogert are desirous that the said Jane Van Rensselaer should possess occupy and hold the west half of said lot during her natural life. Now Know Ye that we the said Herman H. Bogert and Isaac Bogert for and in consideration of the sum of one dollar to them in hand paid and also for the love and affection which they have for their sister Jane Van Rensselaer do hereby for ourselves our heirs executors and administrators demise and lease to her the said Jane Van Rensselaer for and during her natural life the west half of said lot above mentioned with the appurtenances TO HAVE AND TO HOLD the said lot and appurtenances to the said Jane Van Rensselaer during her natural life in the full enjoyment and occupancy of the same WITNESS our hands and seals this twenty ninth day of April one thousand eight hundred and thirty one.-

H.H. Bogert L.S.

I. Bogert L.S.

Jane Van Rensselaer L.S.

In presence of Jacob Whitbeck Jr.

STATE OF NEW YORK OFFICE COUNTY SS On this second day of April eighteen hundred and thirty four, before me, the subscriber, a Supreme Court Commissioner of the said State came Jacob Whitbeck Jr. whom I know, who being by me sworn deposed that he resides in the village of Dresden in the county of Yates, that he saw Herman H. Bogert Isaac Bogert and Jane Van Rensselaer execute the within instrument and subscribed his name as a witness to such execution and that he knows the said Herman H. Bogert Isaac Bogert and Jane Van Rensselaer who executed the within instrument to be the same persons of those names respectively described therein.-

G. I. Grosvenor

RECORDED and compared with the Original July 6th 1835 at 10 Hours A.M.

C.A. Ten Eyck, Clerk.

THIS INSTRUMENT made the twentieth day of June in the year of our Lord one thousand eight hundred and thirty four BETWEEN Stephen Higgins of the city of Albany and Eleanor Higgins his wife of the first part, and William Ansdell of the same place of the second part WITNESSETH that the said parties of the first part, for and in consideration of the sum of eighteen hundred dollars money of account of the United States, to them in hand paid, at or before the enrolling and delivery of these presents, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged Have granted, bargained, sold, aliened, remised, released, conveyed, assured, enfeoffed and confirmed; and by these presents Do grant, bargain, sell, alien, remise, release, convey, assure, enfeoff and confirm, fully, freely, and absolutely unto the said party of the second part, in his actual possession now being, and to his

heirs and assigns forever, ALL that certain lot piece or parcel of land situate lying and being in the town of Guilderland in the County of Albany beginning at the north west corner of a lot of two acres, belonging to the President Directors and Company of the Great Western Turnpike Company, and runs thence westerly along the said turnpike about nine chains to the east bounds of Lot number ten in the Gore, thence along the same to Pettys line thence down along the same to a stone which is placed at the south east corner of the Gore then with a straight line to the place of beginning containing nineteen acres and three tenths of an acre of land be the same more or less subject to a certain Mortgage on the said premises executed by the said parties of the first part to Ambrose Spencer bearing date the twentieth day of November 1830 for five hundred dollars and of which there is now due for principal and interest five hundred and twenty dollars and forty two cents and which the said party of the second part is hereby bound to pay and discharge and the amount of which is hereby to be deducted from the consideration money above stated.

TOGETHER with all and singular the appurtenances, privileges and advantages whatsoever unto the said above mentioned and described premises, in anywise appertaining or belonging and the reversion and reversions, remainder and remainders, rents issues and profits thereof; And also, all the estate, right title, interest, property, 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, or any part or parcel thereof, with the appurtenances TO HAVE 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 for their own proper use, benefit and behoof forever. And the said parties of the first part for themselves and their heirs, do covenant promise, grant and agree, to and with the said party of the second part his heirs and assigns, that they the said parties of the first part, at the time of enrolling and delivery of these presents, was lawfully seized in their own right, of, in and to the aforesaid described premises, hereby granted, and conveyed with the appurtenances, as of a good and perfect absolute, and inalienable estate of inheritance in the law in fee simple, without any manner of condition to alter, change, determine, or defeat the same; and have in themselves good right, full power and lawful authority, to grant, bargain, sell, convey, and release the above said described land and premises, with the appurtenances, unto the above named party of the second part, his heirs or assigns, in manner aforesaid and also that unto the said party of the second part his heirs and assigns, shall and may from time to time, and at all times, and forever hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said hereby granted and bargained premises, with the appurtenances; without any let, suit, trouble, denial, eviction, ejection or interruption whatsoever, of or by the said parties of the first part, their heirs or assigns, or of or by any other person or persons whatsoever, having or lawfully claiming any estate, right, title or interest, of, in or to the same, or any part thereof; and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other bargains sales, gifts, grants, assignments, fines, dowers, rights and titles of dower, uses, fines, annuities, debts, duties, judgments, executions, recognizances, and all other estates, rights titles, troubles, charges, and incumbrances whatsoever, had made, committed done or suffered or to be had, made, committed, done or suffered or to be had made, committed, done or suffered, or to be had, made, committed,

done or suffered, in any wise whatsoever, by them the said parties of the first part or by any other person whomsoever, having or lawfully claiming any estate, right, title or interest, of, in or to the same, or any part or parcel thereof. And moreover, that they the said parties of the first part, and their heirs, and all and every other person or persons, having or lawfully claiming, any estate, right, title or interest, or, in or to the said Messuage, lot of ground and premises, or any part or parcel thereof, by, from or under them shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges of the said parties of the first part, their heirs or assigns, make, do, acknowledge, join, suffer, execute, or cause and procure to be made, done acknowledged, hired suffered and executed, all and every such further and other act and acts, thing and things, devise and devices, conveyances and assurances in the law whatsoever, for the further, better and more effectual conveying, settling, and assuring of all and singular the premises hereinbefore mentioned or intended to be herein conveyed, with their and every of their rights, members and appurtenances, to the only proper use and behoof of the said party of the second part, his heirs and assigns forever as by the said party of the second part, his heirs and assigns, or by counsel learned in the law, shall be reasonably devised, advised and required. And the said parties of the first part, for themselves and their heirs, do further covenant, grant and agree to and with the said party of the second part, his heirs and assigns to Warrant, and by these presents forever to defend the above described and released premises, and every part and parcel thereof, to the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever lawfully claiming the same, or any part thereof.-

IN WITNESS WHEREOF the said parties of the first part, have hereunto set their hands and seals the day and year first above written.-

Stephen Higgins L.S.

Ellen ^{her} _{mark} Higgins L.S.

Sealed and delivered in the presence of .- The word "cents" in the 17 line from the top interlined before execution, Daniel W. Mills

STATE OF NEW YORK ALBANY COUNTY SS On this twentieth day of June in the year of our Lord one thousand eight hundred and thirty four personally appeared before me Stephen Higgins and Ellen his wife both to me well known who severally acknowledged to have executed the within deed for the uses and purposes within mentioned and the said Ellen being by me examined separate and apart from her said husband acknowledged freely to have executed the same for the uses and purposes within mentioned without any fear threats or compulsion from her said husband and I having examined the same and finding therein no erasures or alterations except those noted do allow the same to be recorded.- Daniel W. Mills, Commissioner &c.

RECORDED and compared with the Original July 7th, 1835 at 8 Hours A.M.

C.A. Ten Eyck, Clerk

THIS INDENTURE made the fourth day of March in the year of our Lord one thousand eight hundred and thirty five BETWEEN Elsey Day of the city of New York widow of