

Book 242

THIS INSTRUMENT made the twenty second day of March in the year one thousand eight hundred and seventy one. BETWEEN Thomas R. Wiggall, Carroll County, State of Virginia, party of the first part and Jeremiah P. Russell of the Town of Saugerties, County of Ulster & State of New York party of the second part. WITNESSETH that the said party of the first part for and in consideration of the sum of three thousand \$3000 dollars lawful money of the United States of America to him in hand paid by the said party of the second part at or before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged and the party of the second part his heirs, executors and administrators forever released and discharged from the same by these presents has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and to his heirs and assigns forever ALL that certain lot of land situate in the Corporation of the City of Albany, County of Albany and State of New York west of Magasine St. known and described on a map made by E. Van Allen and filed in the Clerk's Office in the City of Albany on the 13th day of September 1817 as lot number twenty (20) and bounded as follows, on the north by Lydius Street 16 chains, on the east by lot number nineteen on a line parallel with Magasine St. 35 chains and 90 links on the south by the City line 16 chains and on the west by lot number twenty one (21) 35 chains and 90 links, containing fifty seven 57 and four tenths  $\frac{4}{10}$  acres of land. Excepting and reserving all therights to use the water on said premises for certain purposes conveyed by the Mayor and Commonalty of the City of Albany to the Trustees and Company of the Albany Water Works and also the use of the public highway which intersects said lots until the same shall have been altered as the same was conveyed by the Mayor and Commonalty of the City of Albany to John Taylor on 23 March 1819 and duly recorded. Also that other certain lot situate in the City and County of Albany bounded and described, vis: Beginning at a stake standing at the south west corner of Christian Lagranges land and on the south line of John McKowns land in the south bounds of the City of Albany and at the east side of a road leading to the water works and runs thence along the south bounds of the City of Albany and the lands of John McKown as the magnetic needle pointed A.D. 1856 north 43 degrees west 32 chains 16 links to a corner stone of lot number twenty (20) Josiah Halls lot, thence north 47 degrees east 3 chains 66 links to a stake thence along the lands lately owned by S. S. Tallants south 43 degrees east 32 chains and 16 links to a stake at the east side of Sand Road in said Lagranges land. thence

along his line south 47 degrees west 3 chains and 66 links to the place of beginning, containing eleven and 77/100 acres of land and being the same premises conveyed to Jonah Hall by S. S. Tallant Feb. 16th, 1856 and duly recorded in Deed Book 147 page 58. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, 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. 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 to them for their own proper use, benefit and behoof forever subject nevertheless to a certain Mortgage on which is due and unpaid the sum of two thousand dollars (\$2000) and the said party of the first part for himself, his heirs, heirs, executors and administrators does covenant, grant and agree to and with the said party of the second part his heirs and assigns that the said party of the first part at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances thereunto belonging and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid and that the said party of the second part his heirs and assigns shall and may at all times thereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part his heirs or assigns or of any other person or persons lawfully claiming or to claim the same and that the same now are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature and kind soever excepting as above excepting and also that the said party of the first part and his heirs and all and every other person or persons whatsoever lawfully or equitably deriving any estate, right, title or interest of in or to the hereinbefore granted premises by from under or in trust for him or them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make, do and execute or cause or procure to be made done and executed

all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to 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 forever as by the said party of the second part his heirs or assigns or his other counsel learned in the law shall be reasonably devised, advised or required and the said party of the first part his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in )  
the presence of )

Thomas B. Wigfall

L.S.

D. M. Seaman

U.S.R. Stamp \$3. cancelled.

State of New York, County of New York, ss:

On this 22nd day of March in the year of our Lord one thousand eight hundred and seventy one before me personally came Thomas B. Wigfall to me known to be the individual described in and who executed the within conveyance who duly acknowledged that he executed the same.

D. M. Seaman, Notary Public, New York Co.

State of New York, City and County of New York, ss:

I, Charles E. Loew, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County the same being a Court of Record do hereby certify that D. M. Seaman whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York dwelling in said City commissioned and sworn and duly authorized to take the same and further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County the 30th day of March 1871.

L.S.

Chas. E. Loew, Clerk.

U.S. Rev. Stamp 5 cts. cancelled.

Recorded May 20th, 1871 at 3 P.M.,

JOHN McEWEN, CLERK.