

John McKown deeds 1844-50

Book 107 pages 112-16

WHEREAS William McKown late of the Town of Guilderland, Albany County deceased, did on the second day of April eighteen hundred and thirty five execute under his hand and seal a certain deed and conveyance in and by which he conveyed subject to certain conditions, reservations, restrictions and covenants contained therein, certain premises particularly described in said deed and conveyance to John A. McKown, during his natural life time. And after his death to his present wife, Alice during the time she shall remain his widow, and after the death of the said John and his said wife, or the termination of her widowhood, to have or to hold the same to such child or children of theirs as the said John by his last will and testament duly executed may devise the same to, and in case of his death intestate then to have and to hold the same to the right heirs at law of the said John their heirs and assigns absolutely forever. Which said deed is duly acknowledged and recorded in the office of the Clerk of the city and County of Albany in Book No. 67 of Deeds on pages 237 &c on the 24th day of September 1839. And whereas said premises described in said deed was expressly conveyed by the said William McKown to and accepted and taken by the said John A. McKown subject to these certain conditions, restrictions, reservations, covenants and agreements particularly mentioned in said deed, and which the said John A. McKown in and by said deed covenanted to perform, keep, fulfill and maintain part of which conditions, reservations, restrictions and covenants taken from said deed are substantially as follows to wit: The said premises thereby granted or intended to be are conveyed subject to the payment of the sum of thirteen hundred dollars by the said John A. McKown to be paid to the said William McKown or his son John McKown in thirteen annual payments of one hundred dollars each; he first of which payment to be made on the first day of January 1837, and the like sum of one hundred dollars on the first day of January in each year until the whole sum of thirteen hundred dollars shall be paid; and said conveyance was also upon the further condition as mentioned in said deed. That the said John A. McKown should not during the life time of said grantor commit any waste or fell or cut any green timber or trees upon the premises thereby conveyed for sale or otherwise. Except only such timber or trees as might be necessary for fencing, building or for sustaining the premises in a proper and husbandlike manner and for firewood, upon the premises and in case of any insufficiency of fallen and dry wood for such purpose nor should the said John A. McKown at any time lease or underlet the said premises to any person or persons without the consent or permission of the said William McKown first had and obtained, And Whereas said conveyance is upon the further condition as mentioned in said deed, That in case the said John A. McKown should refuse or neglect to comply with any other of the conditions upon which said grant and conveyance is made or should make a breach of any of the reservations or restrictions therein contained; then also and in such case that grant and conveyance should be void & of no effect; and the title should thereafter be deemed to revert to the said grantor his heirs and assigns forever, as by a reference to said deed recorded as aforesaid will more fully and at large appear. And WHEREAS the said John A. McKown has made a breach of and has violated, neglected and refused to perform, keep, fulfill or maintain or comply with the conditions, reservations, restrictions, covenants and agreements upon and by which along the said premises contained in said deed were granted as aforesaid and subject to which along the said John A. McKown held and took the same And the said John A. McKown has failed, neglected and refused to pay the said sum of thirteen hundred dollars but has paid only two hundred dollars thereof being the first two installments which he paid to the said William McKown before his death the balance of which said sum the said John A. McKown expressly refused to pay. And every part thereof although it is all past due and he has been repeatedly requested to pay the same And WHEREAS also the said John A. McKown did lease out and underlet the said premises to different persons without the consent or permission of the said William McKown first had and obtained and has removed off said premises and does not now and has not for a long time resided on said premises or cultivated the same or any part thereof for the support of himself or family or otherwise. And has also made a breach of, failed and

refused to perform, fulfill or comply with the other conditions, restrictions, reservations and covenants upon which said premises were granted, wherefore and by virtue thereof the said premises and every part thereof and the title thereto have become forfeited by the said grantees in said deed and reverted to the heirs and assigns of the said grantor forever. And WHEREAS we the undersigned heirs of the said William McKown the said grantor in pursuance of such breach violations and non performance and non compliance with the conditions reservations, restrictions, covenants and agreements upon which along and the performance of which along the said premises mentioned in said deed aforesaid were conveyed and in pursuance of such forfeiture have re-entered or taken possession of and now hold said premises and every part thereof and the title thereto in their own right. Now therefore know all men by these presents that we the undersigned John McKown and Catherine his wife of the Town of Guilderland Albany County Catherine Colclough of the Town of Carlisle, Schoharie County, children of the said grantor and Edith McKown, widow of Absalom McKown deceased, of the City of Albany, Ann Maria Winne, and Peter D. Winne her husband of the Town of Bethlehem, Hannah McKown widow of William A. McKown, deceased, John A. McKown, and Alice his wife, Hannah McKown, widow of Christian L. McKown deceased of the City of Albany, Francis V. McKown, and Jane his wife, of Guilderland all of Albany County, Jacob L. McKown, and Elizabeth his wife, of New Hartford, Oneida County, Abel F. McKown, and Catherine his wife, of the City and County of Albany grandchildren of the said William McKown deceased, and all his heirs at law party of the first part for and in consideration of the sum of two thousand dollars to us in hand paid by James A. McKown of the Town of Guilderland, County of Albany of the second part the receipt whereof is hereby respectively acknowledged and other good causes and considerations us and each of us thereto moving have granted, aliened, remised, released enfeoffed and confirmed and by these presents do remise, release, enfeoff and confirm and forever quit claim unto the said party of the second part and to his heirs and assigns forever, ALL that certain farm peice or parcel of land situate at Normans Kill in said town of New Scotland, and is bounded as follows: Beginning at the east side of Normans Kill at a stake in the center of a creek called and known as "Omie lands kill" where it empties into the Normanskill and runs thence north seventy one degrees and twenty minutes east forty seven chains forty links to a white ash sapling at a corner in an old line called the half mile line, thence south nine degrees west eighteen chains and twenty five links along the said half mile line to a corner in the same thence north sixty degrees west five chains fifty four links, thence south two degrees ten minutes east eighteen chains sixty eight links crossing the road to a stake, thence north eighty nine degrees west thirty chains and seventy two links along the line of Adam Holliday farm to a stake, thence south forty degrees and thirty minutes west six chains and forty seven links along the said Adam Hollidays farm to the farm of the heirs of Isaac LaGrange deceased, thence north fifty five degrees fifteen minutes west thirteen chains and forty links to the Normans Kill and thence along the Normans Kill as it winds and turns to the place of beginning containing one hundred and nine acres of land and one third of an acre be the same more or less being the same premises described in the aforesaid deed.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the party of the first part or either of them or any of them under or by virtue of the deed or forfeiture aforesaid or as heirs or otherwise in any manner either in law or equity of, in and to the above granted premises with the said hereditaments and appurtenances To have and to hold the above mentioned and described premises with the appurtenances and every part and parcel thereof to the said party of the second part his heirs and assigns forever. IN WITNESS WHEREOF the respective parties of the first part have hereunto set their hands and seals this fifth day of March A.D. 1850. Sarah C. Winne, witness to Peter D. Winne & wife handwrite.

Abel F. McKown L.S.

Catherine McKown L.S.

Hannah McKown L.S.

Edith McKown L.S.

John A. McKown L.S.
Alice McKown L.S.
Francis V. McKown L.S.
Jane McKown L.S.
Peter D. Winne L.S.
Ann Maria Winne L.S.

Hannah McKown L.S.
J. LaGrange McKown L.S.
M.E. McKown L.S.
Catherine Colclough L.S.
John McKown L.S.

The words "to be paid to the said William McKown, or his son John McKown" on the first page the words "quit claim" and the words "and thence along the Normans Kill" on the fourth page interlined before execution. F. W. Gibb

State of New York, City & County of Albany; SS

On this fifth day of March A.D. 1850, before me the subscriber at the City aforesaid personally came Abel F. McKown and Catherine McKown, his wife, John A. McKown and Alice his wife, Hannah McKown, and Edith McKown, named and described in the foregoing instrument in writing, and severally acknowledged that they executed the foregoing instrument and the said Catherine wife of the said Abel and the said Alice wife of the said John A. McKown, on a private examination by me apart from their said respective husbands severally acknowledged that they executed said instrument freely and without any fear or compulsion of their said respective husbands and I further certify that I know the said several persons to be the individuals described in and executed the said instrument.

Wm. C. McHarg, Comr of Deeds

State of New York, Albany County; SS

On this 16th day of March 1850, before me the subscriber, appeared Francis V. McKown and Jane his wife, and acknowledged that they had severally executed the within instrument and the said Jane on a private examination apart from her husband acknowledged that she executed the within instrument freely and without any fear or compulsion of her husband and I further certify that I know the persons who made the said acknowledgement to be the individuals described in and who executed the within instrument.

H.A. Ostrander, Justice of the Peace.

City & County of Albany; SS

On this 17th day of March 1850, before me the subscriber, came Hannah McKown widow of the said Christian L. McKown deceased in the foregoing instrument mentioned and acknowledged that she executed the said instrument for the uses & purposes therein mentioned and I certify that I know the said Hannah who made said acknowledgement to be the person mentioned & described in said instrument & who executed the same.

Wm. C. McHarg, Comr of Deeds

State of New York, Oneida County; SS

On the 21st day of March 1850, before me came Jacob L. McKown and Elizabeth his wife, two of the grantors named in the foregoing deed to me known and severally acknowledged the execution of the same. and the said Elizabeth on a private examination apart from her husband acknowledged that she executed the same freely without any fear or compulsion of her said husband.

J. Manchester, J. Peace.

State of New York, Clerk's Office Oneida County; SS

I, Alexander Rae, Clerk of the said County do certify that J. Manchester, whose name is subscribed to the certificate of the proof or acknowledgement of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgement a Justice of the Peace for said County dwelling in said County and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such J. Manchester and verily believe that the signature to the certificate of said proof or acknowledgement is genuine. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said County this 22nd day of March 1850.

Alexander Rae, Clerk

State of New York, Schoharie County, Town of Carlisle; SS

On the 27th day of March 1850, before me came Catherine Colclough one of the Grantors named in the foregoing deed to me known and acknowledged the execution of the same deed

Henry J. Moak, Justice of the Peace.

State of New York, Schoharie Co. Clerk's Office; SS

I Loring Andrews, Clerk of said County do hereby certify that Henry J. Moak whose name is subscribed to the certificate of proof or acknowledgement of the annexed instrument was, at the time of taking such proof or acknowledgment a Justice of the Peace in and for said County elected, sworn and duly authorized to take the same. And that I am well acquainted with the handwriting of the said Justice of the Peace and verily believe that the signature to the said certificate of proof or acknowledgement is genuine. In Testimony Whereof I have hereunto set my hand and affixed my official seal the 28th day of March, A.D. 1850.

Loring Andrews, Clerk

City & County of Albany; SS

On this 11th day of April 1850, before me personally appeared John McKown, and acknowledged that he had executed the within instrument and I further certify that I know the persons who made the said acknowledgement to be the individual named and described in the said instrument.

J.B. Brinsmade, Jr., Commissioner of Deeds

State of New York, Albany County; SS

On this 13th day of April 1850, before me personally appeared Peter D. Winne and Ann Maria his wife, two of the grantors named in the foregoing deed to me known and severally acknowledged the execution of the same and the said Ann Maria on a private examination apart from her husband acknowledged she executed the same freely without any fear or compulsion of her husband.

John Soop, Justice of the Peace

Recorded April 15, 1850, at 12 house 30 minutes P.M.

R.S. Lay, Clerk.
