

Book 24

THIS INDENTURE Made the sixth day of August in the year of our Lord one thousand eight hundred and eighteen BETWEEN ABSALOM MC KOWN of the Town of Guilderland in the County of Albany and State of New York farmer of the first part and WILLIAM MC KOWN of the Town and County and State aforesaid innkeeper of the second part WITNESSETH That the said party of the first part for and in consideration of the sum of two thousand dollars money of account of the United States to him in hand paid at or before the ensealing and delivery of these presents by the said party of the second part the receipt whereof is hereby confessed and acknowledged hath granted, bargained, sold, aliened, remised, released, conveyed, assured, enfeoffed and confirmed and by these presents doth 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,

A L L that certain lot piece or parcel of land being parcel of a tract of land conveyed by Stephen Van Rensselaer Esqr. to the proprietors of Van Balls Patent situate lying and being on the north side of Normans Creek in the Town of Guilderland and County of Albany and is bounded as follows: Lot number three begins at a stake on the west side of the Normans Kill road at the distance of thirty four links from a pitch pine tree marked number two and three and runs thence north forty ^{eight} degrees and fifty seven minutes west nineteen chains and eighty links thence south thirty nine degrees and seventy one minutes east sixty two chains and twenty five links then south seventy two degrees east twenty one chains to the beginning containing one hundred and thirteen acres of land.

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 party 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 party of the first part for himself, and his heirs doth covenant promise grant and agree to and with the said party of the second part his heirs and assigns that he the said party of the first part at the time of the ensealing and delivery of these presents was lawfully seized in his own right of in and to the aforesaid described premises hereby granted and conveyed with the appurtenances as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple without any manner of condition to alter

change determine or defeat the same And hath in himself 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 said party of the second part his heirs and assigns in manner aforesaid and also that he 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 and also that the said party of the first part and his heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate, right, title, power, jointure or interest of in or to the hereinbefore granted premises by from under or in trust for him and them shall and will at any time or times hereafter upon the reasonable request of the said party of the second part his heirs or assigns and at the proper costs and charges in the law of the said party of the second part his heirs or 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 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 or assigns or his or their counsel learned in the law shall be reasonably devised, advised or required and the said party of the first part for himself, and his heirs covenant and agree to and with the said party of the second part his heirs and assigns to warrant and by these presents to defend the above described and released premises and every part and parcel thereof to the said party of the second part and his heirs and against all other persons whomsoever lawfully claiming the same or any part thereof.

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

Signed, sealed and delivered in the presence of Absalom McKown, L.S.

George Brown Benjamin Johnson

State of New York;ss

On this 19th day of August 1819, before me came George Brown one of the subscribing witnesses to the within indenture to me known who being duly sworn says that he saw the within grantor duly execute and acknowledge the within indenture and that he knows him to be the same person named and described in and who acknowledged to have executed the said indenture I allow the same to be recorded.

H. Wendell Junr. Commissioner &c.

Recorded and compared 19th August 1818 at 3 P.M.

H. Merchant Dep. Clk;