

State of Ohio, Hamilton County; ss

On this 12th day of September one thousand eight hundred and thirty nine personally appeared before me the within named William C. Ditcher and Ann Elize his wife to me satisfactorily made known by the oath of Ephraim Knowlton a resident of the City of Cincinnati, in the State aforesaid to me well known as the same persons who executed the within indenture and the said William acknowledged that he had executed the same for the uses and purposes within contained and the said Ann Elize his wife, being by me privately examined separate and apart from her said husband acknowledged that she had executed the within indenture of her own free will without the fear or compulsion of her husband. Witness my hand and seal the day and year first above written.

D. K. Ebea, Judge of the Superior Court Cincinnati, Ohio.

Recorded September 23d, 1839, at a ½ before 12 o'clock at noon.

W. P. Haswell, Clk.

THIS INDENTURE Made this second day of April in the year of our Lord one thousand eight hundred and thirty five BETWEEN WILLIAM MC KOWN of the Town of Guilderland and County of Albany of the first part and JOHN A. McKOWN of the Town of New Scotland in the said County of the second part WHEREBY That the said party of the first part for and in consideration of the reservations trusts, covenants & conditions hereinafter mentioned and of natural love and affection for his grand son the said party of the second part and also for the further consideration of the sum of One dollar of the money of account of the United States to him in hand paid the receipt whereof is hereby acknowledged hath granted bargained sold, aliened, remised, & forever quit claimed and by these presents doth grant, bargain, sell, remise, release, and forever quit claim unto the said John A. McKOWN in his actual possession now being,

ALL that certain farm, piece or parcel of land situate at Normans Kill in said Town of New Scotland and is bounded as follows: beginning on the east side of the Normans Kill at a stake in the center of a creek so called & known as the Omie Landt Kill where it empties into the said Normans Kill 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 of the same; thence north sixty degrees west five chains fifty four links thence south two degrees ten minutes

east eighteen chains and sixty eight links crossing the road to a stake thence north eighty nine degrees west thirty chains seventy two links along the line of Adam Holliday farm to a stake thence south forty degrees & thirty minutes west six chains forty seven links along said Adam Hollidays farm to the farm of the heirs of Isaac Lagrange deceased, thence north fifty five degrees fifteen minutes west thirteen chains & forty links to the Normans Kill and thence along the Normans Kill as it winds & Turns to the place of beginning containing one hundred & Nine acres of land & one third of an acre of land be the same more or less with the appurtenances.

To have and to hold the same to the said John A. McKown during his natural life time and after his death to his present wife, Alize during the time she shall remain his widow & after the death of the said John and his said wife, or the termination of her widowhood to have and 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 & to hold the same to the right heirs and assigns absolutely forever subject however and reserving and excepting as hereinafter mentioned to wit: First the said William McKown hereby reserved and excepts out of the above described premises all the land included and lying between a certain road on the uppermost part of the hill as the said road runs on the upper most part of the hill towards the city of Albany generally called Jackanbarack and the Normans Kill for and during the natural lifetime of the said William McKown for the occupancy of himself, or any of his family that he the said William McKown may order or direct to occupy the same. Second The said premises hereby granted or intended so to be are conveyed subject to the payment of the sum of Thirteen hundred dollars by the said John A. McKown to the said William McKown to his son John McKown in thirteen annual payments of one hundred dollars each the first of such payments to be made on the first day of January one thousand eight hundred and thirty seven 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 fully paid; which said sums when not collected are for the express purpose of paying the same over to such of the children of Absalom McKown deceased or to any one of them at the discretion of the said William McKown himself, for his son John McKown as they or either of them may think right and proper. Third, That said John A. McKown shall not during the lifetime of the said grantor commit any waste or fell or cut any green timber or trees upon the premises hereby conveyed for sale or otherwise except only such timber or trees as may be necessary for fencing building or for sustaining the premises in a proper and husbandlike manner & for fire wood upon the premises and in case of an insufficiency

of fallen and dry wood for such purpose nor shall the said John A. McKown at any time lease out or underlet the said premises to any person or persons without the consent and permission of the said William McKown first had and obtained but this prohibition is not to be construed to extend to prevent the said John from letting out the said premises not hereby reserved or parts thereof for cultivation on shares or otherwise, the intention of the said parties being that he shall personally reside on the said premises and cultivate the same for the support of himself and family. Fourth, In case the said William McKown shall die leaving any will bearing date previous to the day of the date hereof by which any title or interest would pass to the said John A. McKown of any part of his estate either in the said farm or otherwise, or in case the said William should die intestate if the said John A. McKown should by virtue of any such will or as an heir at law of the said William claim or demand any part or portion of his estate by virtue thereof then and in such case the present grant & conveyance is to be and from that time become absolutely null and void as if the same had never been made this conveyance being intended as a family settlement upon the said John A. McKown of his grandfathers estate and subjecting the same to the payment of the moneys heretofore mentioned for the benefit of such of the brothers and sisters of the said John A. as the said William or his son John may designate. Lastly, In case of the said John A. McKown should refuse or neglect to comply with any other of the conditions upon which the present grant & conveyance is made or shall make a breach of any of the reservations or restrictions herein contained then also & in such case this present grant & conveyance shall be void & of no effect and the title shall hereafter be deemed to revert to the said grantor his heirs & assigns forever.

IN WITNESS WHEREOF the parties to these presents have hereto set their hands & seals the day & year first above written.

In presence of 2d page 1st line the words after his death William McKown, L.S.
to, written over an erasure of the lifetime or before execution. John A. McKown, L.S.
Benjamin Holmes.

State of New York, Albany County; ss

I, James McKown, recorder of the City of Albany do certify that on this 17th day of January 1838, personally appeared before me Benjamin Holmes who is well known to me and being duly sworn deposes & said that he knows William McKown the party of the first part mentioned in the within instrument & that he knows him to be the same person mentioned & described therein & that he saw the said William execute the same that said William at the same time acknowledged that he had executed & delivered the said deed for the uses & purposes therein mentioned & that he the said Benjamin signed his name as a witness thereto at the time of such execution and also that he resided in the Town of New Scotland & County of Albany and

10
I Do further certify that on the same day personally appeared before me John A. McKown who is well known to me to be the same person mentioned & described therein who acknowledged that he had executed & delivered the same for the uses & purposes therein mentioned

James McKown, recorder of Albany

Recorded September 24th 1839, at 9 o'clock A.M.

H.B. Maswell, Clk.

THIS INDENTURE made the eighth day of April in the year of our Lord one thousand eight hundred and thirty nine BETWEEN LYDIA GALLUP, BENJAMIN GALLUP & LYDIA his wife, FREELOVE GALLUP, JEMIMA GALLUP & Augusta Gallup of Bern in the County of Albany & State of New York of the first part and JOHN W. SEABURY 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 fifty nine dollars lawful money of the State of New York to them in hand paid the receipt whereof is hereby confessed and acknowledged have bargained, sold, remised, and quit claimed and by these presents do bargain, sell, remise, and quit claim unto the said party of the second part in his actual possession now being and to his heirs and assigns forever,

ALL that certain piece of land situate in the Town of Bern aforesaid being part of the farm whereof George Gallup late of Bern died seized said part of said farm being on the south side of the road & begins at a point in the line between said farm & that of John Warner ranging with the south end of said Warner's house & runs thence southerly on said line two chains & ninety six links or two rods beyond the corner of Gallups garden fence thence an easterly course two rods south of & parallel with the south line of the lot now in possession of Albert Gallup three chains to a point opposite the highway, thence north five degrees west to the highway thence along the same to the center thereof at a point ranging with the south end of the John Warner's house thence to the place of beginning on the east line of the farm whereof said George Gallup died seized containing about three fourths of an acre of land more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part either in law or equity of in and to the above bargained premises with the said hereditaments and appurtenances. To have and to hold the said above bargained premises & every part & parcel thereof to the said