

THIS INDENTURE Made the twenty eighth day of March A.D. 1844 Between John McKown, of the Town of Guilderland, and Catharine, his wife, of the first part and William A. McKown, Christian L. McKown, James A. McKown, Francis V. McKown, Jacob R. McKown, and Abel P. McKown, children of Abselem McKown, deceased, of the Second part. WHEREAS William McKown, in and by his last will & testament dated 25th, August 1815 made amongst other things, devised and gave to his beloved wife Catharine the one equal undivided half part of the lot of ground with the saw mill and appurtenances adjoining lot number one mentioned in said will for and during her natural life or widowhood and after her death or re-marriage then he gave and devised the same to his son John McKown (the party of the first part) his heirs and assigns forever. And Whereas the said Catharine is dead and the quantity of land occupied with said mill lot being indefinite and to settle and quiet any dispute hereafter the said John has agreed to release and convey his undivided half of said saw mill lot to the parties of the Second part. NOW THEREFORE THIS INDENTURE WITNESSETH that the said parties of the first part in consideration of the premises and of the sum of One Hundred Dollars paid to them by the said parties of the Second part, the receipt of which is hereby acknowledged and confessed have granted, bargained, sold, aliened, remise, released, and forever quitclaimed and by these presents do grant, bargain, sell, alien, remise, release and forever quitclaim unto the said party of the Second part, and to their heirs and assigns forever. ALL the right, title and interest acquired by the devise aforesaid in and to the said equal undivided half part of the said lot of ground with the said mill and appurtenances which lot of ground lies within what is called the Normans Kill farm which was devised in trust by the said mill for the benefit of the parties of the Second part with certain restrictions and lies westerly of what is called and known as the half mile line, and estimated to contain between four and five acres more or less. TOGETHER with the appurtenances. TO HAVE AND TO HOLD the same to the parties of the Second part, their heirs and assigns forever. IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed & Delivered

in presence of
William I. McKown, James P. McKown.

John McKown L.S.
Catharine McKown L.S.

Albany Countysse

On this 4th, day of May in the year 1844 personally came before me John McKown and Catharine, his wife, well known to me to be the persons described in the foregoing Indenture and who severally acknowledged that they had executed the foregoing indenture and the said Catharine apart from her husband acknowledged that she executed the said conveyance freely and without any fear or compulsion from her said husband let it be recorded.

Theo Helme,
Justice of the Peace.

Recorded May 11th 1844
at 3 O'clock P.M.

William Mix, Clerk.

THIS INDENTURE Made the thirtieth day of April A.D. 1844 between John McKown of the Town of Guilderland, in the County of Albany, of the first part and James A. McKown one of the children of Abselem McKown of the Second part. WHEREAS William McKown, deceased in and by his last will and testament bearing date the 25th, day of August 1815 did amongst other things give and devise to his son John McKown, (the party of the first part hereto) All that certain farm or tract of land situate, lying and being on the Normans Erëkk commonly called the Kill property

on the Trust and for the uses and purposes thereafter mentioned, that is to say, that his son John, his executors, administrators and assigns should have the free and undisturbed occupation, emoluments and profits of certain meadow land therein mentioned with liberty of a free and convenient passage over the remaining part of the said farm for himself his servants and cattle for the term of ten years after the decease of the said Testator and to have and to hold the remaining part of the said farm with the buildings thereon from the time of his the Testator's decease, and also the meadow lands referred to after the expiration of the said term of ten years for the use of the Testator's Son, Absealom McKown, during his natural life for the sole occupation, benefit and emoluments of the said Absealom during his natural life with certain restrictions. And after the death of the said Absealom, then, To have and to hold the same for the lawful male children of his said son Absealom who might be living at the time of his death their heirs and assigns forever to be divided in such manner and in such proportions amongst the said male children of his said son Absealom as his son John should deem proper and expedient as they should respectively arrive at the age of twenty one years. And Whereas, the said party of the Second part hath arrived at full age and an agreement has been entered into between the said John and all the male children of the said Absealom who have arrived at full age limiting the said John to the use and occupy so much of the Meadow-land of the said farm as is described in the said Will as being on the south of the Creek with the Barn thereon for five years from first of August A.D. 1843 and to be unenclosed in such occupancy and to use the said Barn & take off any hay or produce stored therein until the first of April next after the said five years with free passage to the said John over the said farm for the purpose of such use and occupancy. And Whereas, the said party of the first part hath in execution of the trusts confided to him proceeded to divide the said farm in pursuance of the said Will amongst the male children of the said Absealom (now is now deceased) who have arrived at twenty one years of age and hath divided allotted and set off to the said party of the Second part to these presents a portion of the said farm including in such division and allotment what is designated in the said Will as the saw mill lot and which premises so set off to the party of the Second part is bounded and described as follows, to wit. BEGINNING at a stake standing in the line commonly called the half mile line being the north east corner of Lot No. 2 which said stake stands on the south side of the Road and runs thence north forty seven degrees west seventy nine links to a stake standing on the north side of the Road, thence along the half mile line north seventy three degrees west fourteen chains to a stake which bears south seventy three east thirty two links from a small pitch pine tree, thence south twenty six degrees and forty five minutes west thirty two chains and ninety three links to a stake which bears south sixty-two degrees west twelve links from a butter nut tree; thence south Seventy eight degrees, east twelve chains and eighty five links to a stake standing in the south side of the road the beginning of Lot (No. 3); thence north thirty degrees east three chains to a stake in the center of the Road; thence north thirty five degrees and thirty minutes east seven chains and four links to a stake in the center of the road; thence north forty four degrees and thirty minutes east seven chains and eighty four links to a stake standing in south bank of the road, thence north seven degrees and fifteen minutes east three chains and twenty links, thence north twenty four degrees and thirty minutes east eleven chains to the place of beginning, containing Forty six acres and seven hundredths of an acre of land to the same acre or less, all which courses are run as the needle pointed A.D. 1844, the said described lot is known and distinguished as Lot No. 6. NOW HEREBY THESE INDENTURES WITNESSETH that the said party of the first part

in consideration of the premises and of the sum of One Dollar to him in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged hath granted, remised, released, and forever quitclaim and by these presents doth grant, remise, release, and forever quitclaim unto the said party of the Second part, and to his heirs and assigns forever ALL the lot, piece or parcel of ground hereinbefore particularly mentioned and described TOGETHER with the hereditaments and appurtenances to the same belonging or appertaining. To have and to hold the same to the said party of the Second part, his heirs and assigns forever in as full and ample a manner as he the said John can or might convey the same as Trustee as aforesaid under the said will (interlined in Second page Second space from top the words "manner and in such" also in fourth space from bottom the words "envealing" before execution. IN WITNESS WHEREOF the said John McKown hath hereto set his hand and seal the day and year first above written.

Sealed & Delivered
in presence of
Wm. H. Slingerland.

John McKown L.S.

interlined the word "said" on Sixth space on Second page and also the word "said" in 19th, space from the top 2d, page and also the word "went" in eighth space from the top on 3d, page. Also in 17th, space from top 3d, page the word "eight" also in 22d, space from the top 2d, page the words "be the same more or less" before execution.

Albany County ss

On this 8th, day of May in the year One thousand eight hundred & forty four personally appeared before me John McKown, well known to me to be the person described in and who personally acknowledged that he had executed the foregoing indenture.

Thos. Helms,
Justice of the Peace.

Recorded May 11th, 1844
at 3 O'clock P.M.

William Mix, Clerk.