

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 the words "the Town" in second space from top 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

John McKown L.S.

Wm. H. Slingerland.

Interlined in Second page the word "son" in second space also in fifth space the word "son" also the word "off" in second space from bottom. Also on third page in seventeenth space from top, the word "degrees" also in eighth space from bottom the words "be the same more or less" before execution.

Albany County ss

On this 4th day of May in the year 1844 personally came before me John McKown, & acknowledged that he executed the foregoing Indenture and that the same was his act and deed. I further certify that I know the said John McKown to be the person described in & who executed the same.

Thos Helms,
Justice of the Peace.

Recorded May 13, 1844
at 10 O'clock A.M.

William Mix, Clerk.

THIS INDENTURE Made the thirtieth day of April in the year of our Lord One thousand eight hundred and forty four between John McKown of the Town of Guilderland, in the County of Albany, of the first part and Francis V. McKown, one of the children of Absalom 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 Hermann Hill commonly called the Kill property, on the tract and for the uses and purposes therein after mentioned that is to say, that his son John his executors, administrators and assigns should have the free and undisturbed occupation, emolments and profits of certain Meadow lands therein mentioned with liberty of a free and convenient passage over the remaining part of 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 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, Absalom McKown during his natural life for the sole occupation, benefit and emolment of the said Absalom during his natural life with restrictions and after the death of the said Absalom then to have and to hold the same for the lawful male children of his said Son Absalom 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 Absalom as his said son John should deem proper and expedient as they should respectively arrive to 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 Absalom, who have arrived at full age limiting the said John to the use and OCCUPANCY of the Meadow land of the said farm as is described in the said Will as being on the south side of the Creek with the barn thereon for five years from first of August A.D. 1843 and to be

unmolested in such occupancy, and to use the said barn and 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 trust confided proceeded to divide the said farm in pursuance of the said Will amongst the male children of the said Abaalam (who is now deceased) who have arrived at the age of twenty one years and hath divided and 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 was is designated in the said Will as the said Will 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 in the half mile line which said stake bears north twenty nine degrees and thirty minutes east six links from a white oak sapling and runs thence along Holmes line north twenty two degrees west eleven chains and seventy eight links to a stake on the north side of the Creek, thence along the half mile line north forty seven degrees west twenty four chains and twenty one links to a stake standing south of Kille road, thence South twenty four degrees and thirty minutes west eleven chains to a stake standing in the north side of the Road, thence south seven degrees and fifteen minutes west three chains and twenty links to a stake in south side of the road, thence south forty four degrees and thirty minutes west two chains to a stake in the north side of the road, thence south thirty six degrees, east sixteen chains and eighty links to a stake which bears south Seventy two degrees and forty five minutes west thirty three links from a pitch pine tree, thence south sixty three degrees and fifty minutes east six chains and sixty links, thence north Seventy two degrees and thirty seven minutes east thirteen chains to the place of beginning, containing forty seven acres and four hundredths of an acre of land be the same more or less. All which courses are run as the needle pointed A.D. 1844 said described lot is known and distinguished as Lot No. 2 in a survey made by Wm. H. Slingerland, always excepting and reserving out of the above described forty seven acres and four hundredths of an acre of land a good and convenient road from the twenty four acre lot adjoining the said lot (No. 2) said twenty four acre lot is known and distinguished as lot No. 1 in a survey made by said Slingerland and is a part of the first above mentioned property called the Kill property which said road is for the use of said lot (No. 1) or any person or persons who may occupy the said Lot (No. 1) which said road is reserved out of said premises and across said premises from lot (No. 1) the twenty four acre lot to the road commonly called the Kille Road. NOW THEREFORE this Indenture Witnesseth, that the said party of the first part in consideration of the premises and 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, remise, released and forever quitclaimed 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 land hereinbefore mentioned and particularly 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 always excepting however out of the said described premises the said mentioned Road. IN WITNESS WHEREOF the said John McKewn hath hereto set his hand and seal the day and year first above written.

Sealed & Delivered
in presence of
Wm. H. Slingerland

John McKewn L.S.

interlined on 3d, page the words "thence north Seventy two degrees and thirty seven minutes east thirteen chains" before execution.

Albany County ss

On this 4th, day of May 1844 personally came before me John McKewn well known to me to be the person described in and who executed the foregoing indenture and that the same was his act and deed.

Thos. Helms,
Justice of the Peace.

Recorded May 15th, 1844
at 1/2 past 2 O'clk. P.M.

William Mix, Clerk.