

State of New York
Columbia County ss: on the eighth day of
June Eighteen Hundred and thirty four
Personally came before me Joseph
Wilbur, Elizabeth Wilbur, Susan Wilbur
and Rosetta Wilbur to me known
who acknowledge that they executed
the ~~the~~ within Indenture of Mortgage
as their free and voluntary acts for
the use and purposes therein named
and having examined the said
Elizabeth Wilbur and Rosetta Wilbur
Separate and apart from their
respective husbands whom they ack-
-nowledged that they did the same
voluntarily & without any fear or
Compulsion from them - I also
having examined said Indenture allow
the same to be Recorded as

Chas. Beall Com: of
Deeds &c

CAT. NO.
12,180

A. STODDARD, PRINTER, HUDSON.

(Mortgage.)

This Indenture, MADE THE *Eighth* Day of *April*

in the year of our LORD, One Thousand Eight Hundred and *Twenty four* Between *Joseph Wilber and Elizabeth his wife and* *George Wilber and Elizabeth his wife* all of the County of Columbia in the State of New York of the first part and *Fredrick Croft* of the County of Westchester in the State of New York of the second part

WITNESSETH, That the said party of the first part for and in consideration of the sum of *Fifteen hundred Dollars* money of account of the United States, to the said party of the first part in hand paid, at and before the ensembling and delivery of these presents, the receipt whereof the said party of the first part Do hereby acknowledge, and thereof, and every part and parcel thereof Do freely, clearly and absolutely acquit and discharge the said party of the second part his heirs, executors, administrators and assigns, forever by these presents: Have granted, bargained, sold, aliened, released and confirmed; AND by these presents, Do grant, bargain, sell, alien, release and confirm unto the said party of the second part his heirs and assigns forever, ALL that certain *tract of Land situate*

*Lying & being in the said County of Columbia & bounded as follows - viz. Northwardly by the lands of Daniel Pease Thomas and his heirs and assigns, Southwardly by the lands of Daniel Pease Thomas and his heirs and assigns, Eastwardly by the lands of Daniel Pease Thomas and his heirs and assigns, Westwardly by the lands of Daniel Pease Thomas and his heirs and assigns, and the said party of the second part do hereby covenant, sell, alien, release and confirm unto the said party of the first part his heirs and assigns forever, all and singular the said premises hereby granted, or mentioned to be hereby granted and of every part and parcel thereof, of a good, pure, absolute, and indefeasible estate of inheritance, without any manner of condition, proviso, restraint, mortgage, dower, matter or thing whatsoever, to alter, change, determine, encumber, defeat or evict the same, and that the said party of the first part have good right, lawful and absolute power and authority in them selves to grant, alien and convey all and singular the said premises hereby granted, or mentioned, or intended to be granted as aforesaid, and every part or parcel thereof, with the appurtenances, unto the said party of the second part his heirs and assigns, manner and form aforesaid. PROVIDED ALWAYS, and it is hereby covenanted, declared and agreed by and between all and every the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said party of the first part his heirs and assigns do and shall well and truly pay, or cause to be paid, unto the said party of the second part his executors, administrators, or assigns, the full sum of *Fifteen hundred Dollars* according to the condition of a certain Bond bearing date with this Indenture -*

And all houses, outhouses, buildings, orchards, gardens, ways, paths, waters, water-courses, profits, emoluments, or hereditaments, to the said premises belonging or in any wise appertaining, or which have been known, used or occupied, for or with the same, or as part or parcel thereof; and also the reversion and reversions, remainder and remainders, rents and services of all and singular the said premises above mentioned with their and every of their appurtenances, and also the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, of, in, and to the same, or any part thereof; TO HAVE AND TO HOLD all and singular the said messuage or tenements, lands, hereditaments and premises above mentioned, and every part and parcel thereof, with their and every of their appurtenances, unto the said party of the second part his heirs and assigns forever. And the said party of the first part his heirs, executors and administrators, do covenant and grant to and with the said party of the second part his heirs and assigns, and to and with every of them, by these presents, in manner and form following; that the said party of the first part now is the true and lawful owner of the said premises hereby granted, or mentioned to be hereby granted and of every part and parcel thereof, of a good, pure, absolute, and indefeasible estate of inheritance, without any manner of condition, proviso, restraint, mortgage, dower, matter or thing whatsoever, to alter, change, determine, encumber, defeat or evict the same, and that the said party of the first part have good right, lawful and absolute power and authority in them selves to grant, alien and convey all and singular the said premises hereby granted, or mentioned, or intended to be granted as aforesaid, and every part or parcel thereof, with the appurtenances, unto the said party of the second part his heirs and assigns, manner and form aforesaid. PROVIDED ALWAYS, and it is hereby covenanted, declared and agreed by and between all and every the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said party of the first part his heirs and assigns do and shall well and truly pay, or cause to be paid, unto the said party of the second part his executors, administrators, or assigns, the full sum of *Fifteen hundred Dollars* according to the condition of a certain Bond bearing date with this Indenture -

that then and from thenceforth these presents and every thing therein contained, and the said Bond shall cease and be void, any thing therein contained, to the contrary thereof in anywise notwithstanding: And in case the said *Fifteen hundred Dollars* - or any thereof shall remain unpaid, at the time above-limited for the payment thereof, then and in such case, it shall and may be lawful for the said party of the second part his heirs and assigns; and the said party of the first part do hereby empower and authorize the said party of the second part his heirs and assigns, to grant, bargain, sell, alien, release and convey the aforesaid premises with their appurtenances, at public auction, or vendue, and on such sale to make and execute to the purchaser his heirs and assigns, forever, a good, ample and sufficient deed, or conveyance in the law, pursuant to an act in that case made and provided, rendering and paying the surplus money (if any there be) to the said party of the first part his heirs, executors, or administrators, after deducting the costs and charges of such auction or vendue as aforesaid

IN WITNESS WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year at above written. *Joseph 22/1804*

SEALED AND DELIVERED IN THE PRESENCE OF
Procter Sampson
Christa Beede

Aaron Wilber
Prossetta Wilber
Elizabeth Wilber

Joseph Wilber et
Ulli -

To
Frederick Brofman
Mortgage

Columbia County
Clerks Office

Rec. & Recorded at 20 June 1834
at 10 O'clock AM in Mortgage
Book D. pages 572. 573.

\$1.37 1/2 Richard Covington
Deputy Clerk

20 June 1834

Know all Men by these Presents that we Joseph
Wilbur & Sarah Wilbur of the County of Saratoga County
of Columbia and State of New York are held and
firmly bound unto Frederick Crofman of the
County of Schoharie and State aforesaid
in the Sum of three thousand Dollars many of the
United States to be paid to the said Frederick
Crofman his Executors Administrators or assigns to
which Payment made and to be made and
undoubtedly our heirs executors and administrators
firmly by these presents sealed with our Seals & dated
the Eighth day of April Eighteen Hundred and
thirty four -

The Condition of this obligation is such
that if the above bound Joseph Wilbur and Sarah
Wilbur their heirs executors or administrators do make
and truly pay or cause to be paid unto the above
named Frederick Crofman his Executors Admin-
istrators or assigns the full Sum of Fifteen Hundred and
Dollars as follows viz one thousand Dollars at the
Principals on the Eighth day of April Eighteen
Hundred and thirty five and Two Hundred ^{Dollars} a year
of the Principals in each of the next successive seven
years together with Interest on the whole annually
then this obligation to be void; or otherwise
to be & remain in full force and Virtue
Sealed and delivered in presence of -

Procter Sampson
Christa Beech

Loth 20th 1834

Haron Miller

Joseph Wilber &
Alonzo Wilber -
To
Fredrick Crossman

Bands

Received on the within ninety Dollars
of the principal April ¹³ 1835.

Received on the within bond two hundred and
eighty nine dollars April 3rd 1836

Received May 23rd 1836 on the within bond one hundred
and twenty four dollars

Received July 5th ¹⁸³⁸ ~~1839~~ on the within bond
sixty Dollars

Received June 18th 1838 one hundred & twenty dollars
on account

Received June 30th 1838 one hundred twenty Dollars
on account

Received July 19th 1838 one hundred and five
dollars on account

Received March 7th 1839 one hundred and five dollars
on account

Received March 21st 1840 fifty dollars on account

Received April 8th ¹⁸⁴³ 58 dollars & five cents for interest

