

To the County Clerk of the County of Broome in the State of New York,
and all others whom it may concern:

You will please take Notice, that Benjamin Gale and
~~That~~ Robert Valentine as trustees of the United Society
commonly called Shokers of the Town of New Lebanon
County of Columbia and State of New York, have a
claim in favor of the said United Society
commonly called Shokers;
against Robert O. Orin
of the Town of Windsor in the
County of Broome and State of New York, amounting to the
sum of Sixty Six

Dollars and Forty cents,
~~for work, labor and services, rendered in the excavation and removal of the earth~~
~~and rock, and in mason, carpenter and joiner work, and painting, and for~~
~~lumber, brick, stone, lime, sand, hardware, paints, oils, and materials furnished~~
and to be furnished, in the erecting, altering and repairing of a certain
dwelling house for Frank Sprungsteen
of East Windsor Broome County
N.Y.

in virtue of an agreement thereof made with said Robert O. Orin.

and that ninety days have not elapsed since.

That ~~said service have been fully rendered and~~ the said materials have been
fully delivered and furnished.*

That Frank Sprungsteen

is the owner, possessor, lessee, and occupant
of the said building

and appurtenances, and the lands and premises, on which the same stands,
which said lands and premises are situate in the Town
of Windsor County of Broome in said State of

New York, and are known and described substantially and briefly as follows,
to wit:

Being the same lot purchased
by said Springsteen & Hancock
A. M. Laughlin to which deed
reference is had for a particular
description

You will also take Notice, That said United Society
Commonly Called Shakers have and claim a lien upon said building
and appurtenances, and the said lands and
real estate whereon the same stands, to the said sum and amount of
Sixty Six dollars and Forty cents,
with the interest thereon from the 10 day of August
1874 the time when the same became due and payable as
aforesaid in pursuance of the statute in such case made and provided.

Dated August 14th 1884

STATE OF NEW YORK,
County of Broome } ss.

Levi Show

of Levi Show
being duly sworn, sas he is the agent of
the claimant above named; that the statements in the foregoing
notice contained are true to his knowledge, information and belief.

Sworn to before me, this 14th day of August 1884

Levi Show

* If materials are not all furnished, state it here, and what and to what value not quoted.

H. H. Williams
Notary Public

Burgess Gales &
Robert Valentine as
Trustees

against

Robert O. Ash &
Frank Springsteen

Notice of Lien.

To Robert O. Ash

Take Notice of the within copy lien
duly filed in the Broome County
Clerk's Office, this State, the 14th
day of August 1884

H. H. Williams atty
in claimant

Witness

Filed and the particulars of the within
notice entered in the Book kept in my office,
called the Lien Docket, in Liber
page this day
of 188 at o'clock.
M.

did not find him
H. H. W.

cat. NO.
10, 176

Know all Men by these Presents, That
I Robert O Ash & Annie K Ash of
Windsor Broome County New York

hold and firmly bound unto Benjamin Gates & Robert Valentine
Trustees for the United Society commonly
called Shakers New Lebanon Columbia
County & State of New York
in the sum of Two hundred & forty dollars
Dollars, to be paid to the said Benjamin Gates & Robert
Valentine or their Successors
or to their certain Attorney, Executors, Administrators or Assigns,

For which Payment well and truly to be made we bind ourselves and
our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed this 10th day of Aug in the year of our Lord one
thousand eight hundred and Ninety four

The Condition of this Obligation is such, That if the above bounden
Robt O Ash & Annie K his wife their
heirs, executors, or administrators, shall and do well and truly pay or cause to be paid unto the
above named parties their

certain attorney, executors, administrators or assigns, the sum of One hun-
dred and twenty dollars two years
after date with interest payable annually
on the 10th day of August

without fraud or delay, then the preceding obligation to be void, otherwise to remain in full
force and virtue.

SEALED AND DELIVERED IN
THE PRESENCE OF

J. V. Furman

Robert O. Ash
Annie K. Ash.



State of New York,

Broom County of

ss:

On this Tenth day of August in the year one thousand eight hundred and ninety four before me, the subscriber, personally came Robert O'Cash & Annie O'Cash his wife

to me known to be the persons described in and who executed the within instrument, and and they severally acknowledged that they executed the same.

E. W. Moore
Justice of the Peace

Robert O'Cash & Annie O'Cash

to
Benjamin Gates &
Robert Valentine as
Trustees

Bond.

Amount \$
Date Aug 10th 1894
Due
Interest Payable Aug 10th

Feb 1.

Supreme Court Broome County

Harry R. Bauers :

Against :

Robert G. Ash, Annie K. Ash his :

wife, Benjamin Gates & Robert :

Valentine Trustees For the Uni- :

ted Society Commonly called :

Shakers of Mount Lebanon Colum:

bia County New York :

It appearing by the affidavit of Edmond Chas. Getty verified March 30th 1897, that a summons has been issued in the above entitled action, which is hereto annexed, to be served upon the defendants Benjamin Gates and Robert Valentine, who reside at Mount Lebanon, in the county of Columbia, in this State, and that the same ~~was~~ placed in the hands of the Sheriff of said Columbia County to serve upon said defendants, and that prop-
 2 er, and diligent effort to serve the said summons upon the said
 x defendants has been made and that the place of their sojourn cannot be ascertained so that personal service thereof upon them cannot be made.

It is hereby ordered and directed that the service of said *summons* be made upon said defendants Benjamin Gates and Robert valentinely by leaving a copy thereof and of this order at the residence of each of the said defendant^s, with a person of proper age, if upon reasonable application, admittance can be obtained and such a person found who will receive it; or, if admittance cannot be so obtained nor such a person found, by affixing the same to the outer or other door of each of the said defen-
 3 dants residence, and by depositing another copy thereof, there-
 x of, properly inclosed in a post paid wrapper, addressed to

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each of the said defendants, at their place of residence, in
the post office at the place where each of them resides.

Dated April First 1897

George F. Lyon
Justice Supreme Court

5-11-11
Supreme Court

Harry R. Bauers

agst

Robert O. Ash.
Annice A. Ash his
wife and others

Order for substituted
Service of Summons

By Alex. H. W. Cumming
Atty for Plff
1, 2, 3 & 4, Ackerman Building
Cor State & Henry Street
Birmingham U.S.

Vol. 1.

Supreme Court.
Trial desired in Broome County.

Harry R. Bowers

Robert O. Ash, Annie K. Ash against his wife, Benjamin Gates and Robert Valentine trustees for the United Society Commonly called Shakers of Mount Lebanon Columbia County New York, Plaintiffs

To the above named Defendants:

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

" 2

DATED, January 2nd 1897

Alex + A. H. Cumming Plaintiff's Attorney

Office address, and New York.

Post-office address, No. 1, 2, 3 + 4 Adelman Building Binghamton New York.

To the above named Defendants, except Robert O. Ash

TAKE NOTICE, That the Summons herewith served upon you in this action, is issued upon a complaint praying the foreclosure of a mortgage executed by Robert O. Ash and Annie K. Ash his wife to Willard Stevens

on the sixth day of November 1893, recorded in the office of the clerk of the county of Broome in Book of Mortgages, No. 97 page 102 on the first day of December 1893, at 2¹² o'clock P. M.,

to secure the payment of the sum of nine hundred Dollars,

" 3

with interest from November 6th 1893 upon the following described premises namely: All that Tract or Parcel of land situate in the Village and Town of Windsor County of Broome and State of New York, Bounded and described as follows: Begins at a point 20 feet S. 18° 45' W. from the S. E. Corner of Marietta Spencer Lot; thence S. 18° 45' W. 1 chain + 72 links to a stake and stones corner; thence N 8° 20' E, 1 chain 45 minutes to a corner; thence S. 81° 40' E. 1 Chain 70 links to the point of beginning.

4
Containing $25\frac{1}{1000}$ of an acre of land as surveyed by H. S. Williams March 22nd 1893, subject to covenants as to fences and a street as expressed in a deed from R. C. Underwood & wife to party of the first part Dated Nov 6th 1893.

and a personal claim is not made against you, or against any defendant except ~~the~~ defendant Robert O. Ash

Alex & H. M. Cunningham Plaintiff & Attorney S

Office address,

and

New York.

Post-office address,

No 1, 2, 3 & 4 Ackerman Building
Cor State & Henry Streets Binghamton

New York.

Supreme Court.

Harry R. Bacon

against

Robert O. Ash
Annie K. Ash his
wife and others

Summons and Notice of Action.

Alex & H. M. Cunningham
Plaintiff & Attorney S

Office address,

and

New York.

Post-office address, No 1, 2, 3 & 4 Ackerman Building

Cor State & Henry Streets Binghamton New York.

Defendant

Supreme Court.

Trial desired in Broome County.

Harry R. Bauers

Robert O. Ash, Annie K. Ash ^{against} his wife, Benjamin Gato and Robert Valentine Trustees for the United Society Commonly Called Shakers of Mount Lebanon Columbia County New York

To the above named Defendant:

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorney within twenty days after the service of this Summons, exclusive of the day of service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED, January 2^d 1897

Alex + W. Cumming Plaintiff & Attorney

Office address

and

New York

Post-office address

nos 2, 3 + 4 Ackerman Building

Cor State + Henry Streets Binghamton New York.

Court.

06.

SUMMONS

Plaintiff Attorney

To the Defendant within named:

TAKE NOTICE, That upon default judgment will be taken for the sum of _____

dollars,

in money, with interest from the _____
day of _____ 18 _____, besides costs.

Plaintiff Attorney

fol 1.

Supreme Court. County of Broome.

Harry R. Bauers

against

Robert O. Ash, Annie K. Ash his wife, Benjamin Gates and Robert Valentine Trustees for the United States Society, commonly called Shakers of Mount Lebanon, Columbia County New York.

The complaint of the above named plaintiff respectfully shows to this Court upon information and belief that the defendant

Robert O. Ash for the purpose of securing the payment to Willard Stevens of the sum of nine hundred dollars with interest thereon on or about the sixth day of November one thousand eight hundred and ninety three executed and delivered to said Willard Stevens a bond bearing date on that day, sealed with his seal whereby the said Robert O Ash did bind himself ^{self}, heirs executors and administrators in the penalty of eighteen hundred dollars upon condition that the same should be void if the said Robert O. Ash his heirs, and executors, administrators should pay to the said Willard Stevens his executors, administrators or assigns the said sum of money first above mentioned as follows; Nine hundred dollars with interest payable annually. The principal to become due and payable as follows \$150 annually on Nov. 6th in each and every year until the whole sum is fully paid with privilege of paying \$50 or more at any time to be indorsed at time only at which the next payment is due. That it was duly covenanted and agreed therein by said parties "That should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is

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made payable as above expressed and should the same remain unpaid and in arrears for the space of ten days, then and from thenceforth, that is to say after the lapse of the said ten days the aforesaid principal sum of nine hundred dollars with all arrearage of interest thereon, shall at the option of the said party of the second part his executors, administrators or assigns become and be due and payable immediately thereafter, and as collateral security for the payment of said indebtedness the said Robert O. Ash and Annie K. Ash his wife on the same day executed, duly acknowledged and delivered to the said Willard Stevens a mortgage whereby they granted, bargained and sold to the said Willard Stevens his heirs and assigns the following described premises with the appurtenances thereto, that is to say. All that tract or parcel of land situate in the village and town of Windsor, County of Broome and State of New York bounded and described as follows; Begins at a point 20 feet S $18^{\circ} 45'$ W. from the S.E. corner of Marietta Spencer lot; thence S $18^{\circ} 45'$ W 1 chain and 72 links to a stake and stones corner; thence N $71^{\circ} 40'$ W. 1 chain 42 links to a stake and stones corner; thence N. $8^{\circ} 20'$ E 1 chain 45 minutes to a corner; thence S. $81^{\circ} 40'$ E. 1 chain 70 links to the point of Beginning containing 250/1000 of an acre of land as surveyed by H.S. Williams March 22nd 1893, subject to covenants as to fences and a street as expressed in a deed from R.C. Underwood and wife to party of the first part dated Nov. 6th 1893.

The said mortgage containing the same condition as the said bond and the further condition that if the said mortgagor should not pay the moneys thereby secured according to the terms thereof, then the said Willard Stevens his heirs, executors, administrators

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or assigns were empowered to sell the said mortgaged premises in due form of law, and out of the moneys arising from such sale, to pay the said sum of money and interest in and by said Bond secured to be paid, with the costs, and expenses of the proceedings thereupon, the surplus, if any there should be, to be returned to the mortgagor his heirs, executors, administrators or assigns..

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x
200
And the plaintiff further shows that the said mortgage was duly recorded in the office of the clerk of the County of Broome on the first day of December one thousand eight hundred and ninety three in Book ²⁰⁰ 97 of Mortgages page 102.

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x
And the plaintiff further shows that thereafter the said Willard Stevens by a written instrument given under his hand and seal dated the ^{30th} day of ^{March} ~~November~~ 1895 and recorded in the office of the Clerk of the County of Broome on the 22nd day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to the defendant Charles H. Ash. And that said Charles H. Ash by a written instrument given under his hand and seal dated November 22nd 1895 and recorded in the office of the clerk of Broome County on the 22nd. day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to this plaintiff who now is and has since been the owner and holder thereof.

And the said plaintiff further shows that the said defendant has failed to comply with the conditions of the said bond and mortgage by omitting to pay the sum of \$150 principal which became due Nov. 6th 1894, and the sum of \$150 principal which became due Nov. 6th 1895, and the sum of \$150 principal which became due Nov. 6th 1896 and by omitting to pay \$54 interest which by the

" 9 terms and conditions of the said bond and mortgage became due on
 the sixth day of November One thousand eight hundred and ninety
 x six which said sum of interest aforesaid remained in arrears for
 more than ten days and still remains unpaid. That plaintiff has
 exercised the option given him in said bond and mortgage and has
 elected and elects to treat the whole of said bond and mortgage
 principal and interest as due and payable. That there is now just
 ly due the plaintiff on said bond and mortgage the sum of nine
 hundred dollars with interest thereon from the 29th. day of
 September 1895, and the plaintiff further shows that no other
 action has been brought to the knowledge or belief of said plain-
 " /d tiff to recover any part of the mortgage debt.
 x

And the plaintiff further shows that he is informed and
 believes that Annie K. Ash, Benjamin Gates and Robert Valentine
 Trustees for the United Society commonly called Shakers of
 Mount Lebanon, Columbia County New York have or claim to have some
 interest in, or lien upon, said mortgaged premises or some part
 thereof which interest or lien, if any, has accrued subsequently
 to the lien of said mortgage.

The plaintiff therefore demands that the defendants and all
 persons claiming under them subsequent to the commencement of this
 action, may be barred and foreclosed of all right, claim, lien
 " and equity of redemption in said mortgaged premises; that the
 x said premises or so much thereof as may be sufficient to raise the
 amount due to the plaintiff for principal, interest and costs and
 which may be sold separately without material injury to the
 parties interested may be decreed to be sold according to law;
 that out of the moneys arising from the sale thereof, the plain-
 tiff may be paid the amount due on the said bond and mortgage

with interest to the time of such payment, and the costs and ex-
 penses of this action so far as the amount of such moneys properly
 applicable thereto will pay the same; and that the defendant
 12 Robert O. Ash may be adjudged to pay any deficiency which may
 remain after applying all of said moneys so applicable thereto;
 and that the plaintiff may have such ^{other or} further relief, or both, in
 the premises as shall be just and equitable.

Alex & A.W. Cumming,
 Plaintiffs Attorneys,
 No's 1, 2, 3 & 4 Ackerman Building,
 Corner State & Henry Streets,
 Binghamton, N.Y.

County of Broome, ss.

Harry R. Bauers being duly sworn says that he is the plain-
 tiff in the above entitled action and that the foregoing complaint
 is true to his own knowledge except as to the matters therein
 stated to be alleged on information and belief, and that as to
 those matters he believes it to be true.

Subscribed and sworn to before
 me this 7th day of January 1897.

Harry R. Bauers

Asa J. Cumming
 Notary Public

Copy

Supreme Court.

Harry R. Bauers

Against

Robert C. Ash, Annie K. Ash his
wife and others.

Sum & COMPLAINT. *Sum, + notice*
objection

Alex & A.W. Cumming,
Attorneys for Plaintiff,
Office & Post Office Address
No's 12, 3 & 4 Axkerman Bldg.
Corner State & Henry Streets,
Binghamton, New York.

For defendant
Robert Valentine

fol 1.

Supreme Court Broome County

Harry R. Bauers :

Against :

Robert G. Ann, Annie K. Ash his :

wife, Benjamin Gates & Robert :

Valentine Trustees for the Uni- :

ted Society formerly called :

Shakers of Mount Lebanon Colum:

bia County New York :

It appearing by the affidavit of Ramona Chas. Jettty verified
 March 30th 1897, that a summons has been issued in the above
 entitled action, which is hereto annexed, to be served upon the
 defendants Benjamin Gates and Robert Valentine, who reside at
 Mount Lebanon, in the county of Columbia, in this State, and
 that the same *was* placed in the hands of the Sheriff of said
 Columbia County to serve upon said defendants, and that prop-
 er and diligent effort to serve the said summons upon the said
 defendants has been made and that the place of their sojourn
 cannot be ascertained so that personal service thereof upon
 them cannot be made.

" 2

-er
x

It is hereby ordered and directed that the service of said Summons
 be made upon said defendants Benjamin Gates and Robert valen-
 tine, by leaving a copy thereof and of this order at the resi-
 dence of each of the said defendant^s, with a person of proper
 age, if upon reasonable application, admittance *can* be obtained
 and such a person found who will receive it; or, if admittance
 cannot be so obtained nor such a person found, by affixing the
 same to the outer or other door of each of the said defen-
 dants residence, and by depositing another copy thereof, ~~that~~
 of, properly enclosed in a post paid wrapper, addressed to

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x

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each of the said defendants, at their place of residence, in
the post office at the place where each of them resides.

Dated April First 1897

George F. Lyon
Justice Supreme Court

To Serve

Supreme Court

Harry R. Powers

agst

Robert O. Ash
Armie K. Ash his wife
and others

Order for Substituted
Service of Summons

✓ Copy Alex + H. H. Cummings
Attys for Puff
1, 2, 3 + 4 Ackerman Building
Cor State + Henry Streets
Binghamton, N.Y.

Vol. 1.

Supreme Court.
Trial desired in Broome County.

Harry R. Bauer

Robert O. Ash, Annie K. Ash ^{against} his wife, Benjamin Gates and Robert Valentine Trustees for the United Society Commonly called Stakeholders of Mount Lebanon Columbia County New York

To the above named Defendants :

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorney, within twenty days after the service of this Summons, exclusive of the day of service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

" 2

DATED, January 27 1897
Alex. W. Cumming Plaintiff's Attorney

Office address, _____ New York.

and _____

Post-office address, Nos. 1, 2, 3 + 4 Ackerman Building
Cor State + King Streets Binghamton New York.

To the above named Defendants, except Robert O. Ash

TAKE NOTICE, That the Summons herewith served upon you in this action, is issued upon a complaint praying the foreclosure of a mortgage executed by Robert O. Ash and Annie K. Ash his wife to Willard Stevens

on the Sixth day of November 1893, recorded in the office of the clerk of the county of Broome in Book of Mortgages, No. 97 page 102
on the first day of December 1893, at 2:10 o'clock P. M.,

to secure the payment of the sum of nine hundred Dollars,

" 3

with interest from November 6th 1893 upon the following described premises namely :

All that tract or Parcel of Land Situate in the Village and Town of Windsor County of Broome and State of New York. Bounded and described as follows: Begins at a point 20 feet S. 18° 45' W. from the S. E. corner of Marietta Spencer Lot; thence S. 18° 45' W. 1/2 chain + 72 links to a stake and stones corner; thence N 8° 20' E. 1/2 Chain 45 minutes to a corner; thence S. 81° 40' E. 1/2 chain 70 links

to the point of beginning. Containing
250/1000 of an acre of land as surveyed by
H. S. Williams March 22^d 1893. Subject
to covenants as to fences and a
street as expressed in a deed from
P. C. Underwood + wife to party of the first
part dated Nov. 6th 1893.

and a personal claim is not made against you, or against any defendant except the defendant
Robert O. Ash

Alex + A.M. Cummings Plaintiff's Attorney

Office address, and New York.

Post-office address, No. 1, 2, 3 + 4 Ackerman Building
Cor State + Henry Streets Binghamton New York.

Supreme Court.
Henry R. Bauers

against
Robert O. Ash
Ann M. Ash
his wife and
others

Summons and Notice of Action.

Alex + A.M. Cummings
Plaintiff's Attorney

Office address, and New York.
Post-office address, No. 1, 2, 3 + 4 Ackerman Building
Cor State + Henry Streets Binghamton New York.

Defendant

10, 192-Ad

SUMMONS.—CODE CIVIL PROCEDURE, §§ 418-420.

20

AVERY HERRICK, Publisher and Printer, Albany, N. Y.

Supreme Court.

Trial desired in Broome County.

Harry R. Bauers

against

Robert D. Ash, Annie K. Ash his wife,
Benjamin Gates and Robert Valentine Trustees
for the United Society Commonly called Shakers
of Mount Lebanon Columbia County N.Y.

To the above named Defendant S:

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's attorney S within twenty days after the service of this Summons, exclusive of the day of service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED, January 2nd 1897

Alex + A. K. Cumming Plaintiff & Attorney S

Office address _____ New York

Post-office address Nos 1, 2, 3 + 4 Astor Building
Cor State + Henry Streets Binghamton New York

_____ Court.

vs.

SUMMONS

Plaintiff Attorney

To the Defendant within named:

TAKE NOTICE, That upon default judgment will be taken for the sum of _____

_____ dollars,
in money, with interest from the _____
day of _____ 18 _____, besides costs.

Plaintiff Attorney

Vol 1.

Supreme Court. County of Broome.

Harry R. Bauers

against

Robert O. Ash, Annie K. Ash his wife, Benjamin Gates and Robert Valentine Trustees for the United States Society, commonly called Shakers of Mount Lebanon, Columbia County New York.

The complaint of the above named plaintiff respectfully shows to this Court upon information and belief that the defendant~~s~~ Robert O. Ash for the purpose of securing the payment to Willard Stevens of the sum of nine hundred dollars with interest thereon on or about the sixth day of November one thousand eight hundred and ninety three executed and delivered to said Willard Stevens a bond bearing date on that day, sealed with his seal whereby the said Robert O Ash did bind himself ^{his} heirs executors and administrators in the penalty of eighteen hundred dollars upon condition that the same should be void if the said Robert O. Ash his heirs, and executors, administrators should pay to the said Willard Stevens his executors, administrators or assigns the said sum of money first above mentioned as follows; Nine hundred dollars with interest payable annually. The principal to become due and payable as follows \$150 annually on Nov. 6th in each and every year until the whole sum is fully paid with privilege of paying \$50 or more at any time to be indorsed at time only at which the next payment is due. That it was duly covenanted and agreed therein by said parties "That should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is

made payable as above expressed and should the same remain unpaid and in arrears for the space of ten days, then and from thenceforth, that is to say after the lapse of the said ten days the aforesaid principal sum of nine hundred dollars with all arrearage of interest thereon, shall at the option of the said party of the second part his executors, administrators or assigns become and be due and payable immediately thereafter, and as collateral security for the payment of said indebtedness the said Robert O. Ash and Annie K. Ash his wife on the same day executed, duly acknowledged and delivered to the said Willard Stevens a mortgage whereby they granted, bargained and sold to the said Willard Stevens his heirs and assigns the following described premises with the appurtenances thereto, that is to say. All that tract or parcel of land situate in the village and town of Windsor, County of Broome and State of New York bounded and described as follows; Begins at a point 20 feet S $18^{\circ} 45'$ W. from the S.E. corner of Marietta Spencer lot; thence S $18^{\circ} 45'$ W 1 chain and 72 links to a stake and stones corner; thence N $71^{\circ} 40'$ W. 1 chain 42 links to a stake and stones corner; thence N. $8^{\circ} 20'$ E 1 chain 45 minutes to a corner; thence S $81^{\circ} 40'$ E. 1 chain 70 links to the point of Beginning containing $250/1000$ of an acre of land as surveyed by H.S. Williams March 22nd 1893, subject to covenants as to fences and a street as expressed in a deed from R.C. Underwood and wife to party of the first part dated Nov. 6th 1893.

The said mortgage containing the same condition as the said bond and the further condition that if the said mortgagor should not pay the moneys thereby secured according to the terms thereof, then the said Willard Stevens his heirs, executors, administrators

or assigns were empowered to sell the said mortgaged premises in due form of law, and out of the moneys arising from such sale, to pay the said sum of money and interest in and by said Bond secured to be paid, with the costs and expenses of the proceedings thereupon, the surplus, if any there should be, to be returned to the mortgagor his heirs, executors, administrators or assigns..

11 7
 And the plaintiff further shows that the said mortgage was duly recorded in the office of the clerk of the County of Broome on the first day of December one thousand eight hundred and ninety three in Book ^{no} 97 of Mortgages page 102.

11 8
 And the plaintiff further shows that thereafter the said Willard Stevens by a written instrument given under his hand and seal dated the 30th day of ^{March} ~~November~~ 1895 and recorded in the office of the Clerk of the County of Broome on the 22nd day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to the defendant Charles H. Ash. And that said Charles H. Ash by a written instrument given under his hand and seal dated November 22nd 1895 and recorded in the office of the clerk of Broome County on the 22nd. day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to this plaintiff who now is and has since been the owner and holder thereof.

And the said plaintiff further shows that the said defendant has failed to comply with the conditions of the said bond and mortgage by omitting to pay the sum of \$150 principal which became due Nov. 6th 1894, and the sum of \$150 principal which became due Nov. 6th 1895, and the sum of \$150 principal which became due Nov. 6th 1896 and by omitting to pay \$54 interest which by the

" 9 terms and conditions of the said bond and mortgage became due on
 the sixth day of November One thousand eight hundred and ninety
 x
 six which said sum of interest aforesaid remained in arrears for
 more than ten days and still remains unpaid. That plaintiff has
 exercised the option given him in said bond and mortgage and has
 elected and elects to treat the whole of said bond and mortgage
 principal and interest as due and payable. That there is now just
 ly due the plaintiff on said bond and mortgage the sum of nine
 hundred dollars with interest thereon from the 29th. day of
 September 1895, and the plaintiff further shows that no other
 action has been brought to the knowledge or belief of said plain-
 H 10 tiff to recover any part of the mortgage debt.
 x

And the plaintiff further shows that he is informed and
 believes that Annie K. Ash, Benjamin Gates and Robert Valentine
 Trustees for the United Society commonly called Shakers of
 Mount Lebanon, Columbia County New York have or claim to have some
 interest in, or lien upon, said mortgaged premises or some part
 thereof which interest or lien, if any, has accrued subsequently
 to the lien of said mortgage.

" // The plaintiff therefore demands that the defendants and all
 persons claiming under them subsequent to the commencement of this
 action, may be barred and foreclosed of all right, claim, lien
 x
 and equity of redemption in said mortgaged premises; that the
 said premises or so much thereof as may be sufficient to raise the
 amount due to the plaintiff for principal, interest and costs and
 which may be sold separately without material injury to the
 parties interested may be decreed to be sold according to law;
 that out of the moneys arising from the sale thereof, the plain-
 tiff may be paid the amount due on the said bond and mortgage

with interest to the time of such payment, and the costs and expenses of this action so far as the amount of such moneys properly applicable thereto will pay the same; and that the defendant
 " 12 Robert O. Ash may be adjudged to pay any deficiency which may remain after applying all of said moneys so applicable thereto; and that the plaintiff may have such ^{other or} further relief, or both, in the premises as shall be just and equitable.

Alex & A.W. Cumming,
 Plaintiffs Attorneys,
 No's 1,2,3 & 4 Ackerman Building,
 Corner State & Henry Streets,
 Binghamton, N.Y.

County of Broome. ss.

Harry R. Bauers being duly sworn says that he is the plaintiff in the above entitled action and that the foregoing complaint is true to his own knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

" 13 Subscribed and sworn to before
 me this 7th day of January 1897.

Harry R. Bauers

Alex. J. Cumming
 Notary Public

Copy

Supreme Court.

H
Harry R. Bauers

Against

Robert O. Ash, Annie K. Ash his
wife and others.

*Sum. & COMPLAINT. Sum. & Notice
of legal action*

Alex & A. W. Cumming,
Attorneys for plaintiff,
Office & Post Office Address
No's 12, 3 & 4 Ackerman Bldg.
Corner State & Henry Streets,
Binghamton, New York.

*for defendant
Benjamin Gates*

Vol 1

Supreme Court.

Trial desired in Broome County.

Harry R. Powers

Robert O. Ash, Annie K. Ash his wife, Benjamin Gates and Robert Valentine Trustees for the United Society Commonly called Shakers of Mount Lebanon Columbia County New York

To the above named DefendantS:

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the plaintiff's Attorney within twenty days after the service of this Summons, exclusive of the day of service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED, January 2nd 1897

Alex. H. Cummings Plaintiff's Attorney

Office address, New York.

Post-office address, Nos. 1, 2, 3 & 4 Ackerman Building Cor. State & Henry Streets Poughkeepsie New York.

To the above named Defendants, except Robert O. Ash

TAKE NOTICE, That the Summons herewith served upon you in this action, is issued upon a complaint praying the foreclosure of a mortgage executed by Robert O. Ash and Annie K. Ash his wife to Willard Stevens

on the sixth day of November 1893, recorded in the office of the clerk of the county of Broome in Book of Mortgages, No. 97 page 102 on the first day of December 1893, at 2:10 o'clock P. M.,

to secure the payment of the sum of Nine hundred Dollars,

with interest from November 6th 1893 upon the following described premises namely All that Tractor Parcel of land situate in the Village and Town of Windsor County of Broome and State of New York, Bounded and described as follows:

Begins at a point 20 feet S. 18° 45' W. from the S. E. Corner of Marietta Spencer Lot; thence S. 18° 45' W. 1 chain & 72 links to a stake and stones corner; thence N. 8° 20' E. 1 chain 45 minutes to a corner; thence S. 81° 40' E. 1 chain 70 links to the point of beginning.

4
Containing 25/1000 of an acre of land as surveyed by H. S. Williams March 22^d 1893, subject to covenants as to fences and a street as expressed in a deed from R. C. Underwood & wife to party of the first part dated Nov. 6th 1893

and a personal claim is not made against you, or against any defendant except the defendant
Robert O. Ash

Alp & A. H. Cressmeyer Plaintiff & Attorney

Office address,

and

New York

Post-office address, No 1, 2, 3 & 4 Ackerman Building
Cor State & Henry Streets Binghamton New York.

Supreme Court.

Harry R. Bowers

against

Robert O. Ash, Annie
R. Ash his wife
and others

Summons and Notice of Action.

copy

Alp & A. H. Cressmeyer
Plaintiff & Attorney

Office address,

and

New York

Post-office address, No 1, 2, 3 & 4 Ackerman Building
Cor State & Henry Streets Binghamton New York.

Defendant

10, 1920

Fol 1.

Supreme Court ~~Broome~~ County Of Broome.

Harry R. Bauers

Against

Robert O. Ash, Annie K. Ash his wife, Benjamin Gates and Robert Valentine Trustees for the United Society, commonly called Shakers of Mount Lebanon, Columbia County New York.

The complaint of the above named plaintiff respectfully shows to this Court upon information and belief that the defendant Robert O. Ash for the purpose of securing the payment to Willard Stevens of the sum of nine hundred dollars with interest thereon on or about the sixth day of November one thousand eight hundred and ninety three executed and delivered to said Willard Stevens a bond bearing date on that day, sealed with his seal whereby the said Robert O. Ash did bind himself, his heirs executors and administrators in the penalty of eight teen hundred dollars upon condition that the same should be void if the said Robert O. Ash his heirs executors and administrators should pay to the said Willard Stevens his executors, administrators or assigns the said sum of money first above mentioned as follows: Nine hundred dollars with interest payable annually. The principal to become due and payable as follows \$150. annually on Nov. 6th in each and every year until the whole sum is fully paid with privilege of paying \$50. or more at any time to be indorsed at time only at which the next payment is due. That it was duly covenanted and agreed therein by said parties "That should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed and should the same remain xx unpaid and in arrears for the space of ten days, then and from thence forth, that is to say after the papse of the said ten days the aforesaid principal sum of nine hundred dollars with all arrearage of interest thereon, shall at the option of the said party of the second part his

" 2

" 3

2

" 4 executors, administrators or assigns become and be due and ~~is~~ payable immediately thereafter, and as collateral security for the payment of said indebtedness the said Robert O. Ash and Annie K. Ash his wife on the same day executed, duly acknowledged and delivered to the said Willard Stevens a mortgage whereby they granted, bargained and sold to the said Willard Stevens his heirs and assigns the following described premises with the appurtenances thereto, that is to say. All that Tract or Parcel of land situate in the Village and Town of Windsor County of Broome and State of New York bounded and described as follows: ~~Begins~~ at a point 20 feet S 18° 45' W. from the S. E. ~~o~~ corner of Marietta Spencer ~~1~~¹/₂; thence S 18° 45' W. 1 Chain and 72 links to a stake and stones corner; thence N 71° 40' W. 1 chain 42 links to a stake and stones corner; thence N. 8° 20' E 1 chain 45 minutes to a corner; thence S. 81° 40' E. 1 chain 70 links to the ~~p~~^oint of beginning containing 250/1000 of an acre of land as surveyed by H. S. Williams March 22nd 1893, subject to covenants as to fences and a street as expressed in a deed from R. C. Underwood and wife to party of the first part dated Nov. 6th 1893.

" 5

" 6 The said mortgage containing the same conditions as the said bond and the further condition that if he said mortgagor ~~should~~ should not pay the moneys thereby secured according to the terms thereof, then the said Willard Stevens his heirs, executors, administrators or assigns were empowered to sell the said mortgaged premises in due form of law, and out of the moneys arising from such sale, to pay the said sum of money and interest in and by said bond secured to be paid, with the costs and expenses of the proceedings thereupon, the surplus, if any there should be, to be returned to the mortgagor his heirs, executors, administrators or assigns.

And the plaintiff further shows that the said mortgage was duly recorded in the office of the clerk of the County of

" 7

Broome on the first day of December one thousand eight hundred and ninety three in Book No. 97 of Mortgages page 102.

" 8

And the plaintiff further shows that thereafter the said Willard Stevens by a written instrument given under his hand and seal dated the 30th day of November 1895 and recorded in the office of the clerk of the County of Broome on the 22nd day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to the defendant Charles H. Ash. And that said Charles H. Ash by a written instrument given under his hand and seal dated November 22nd 1895 and recorded in the office of the clerk of Broome County on the 22nd day of November 1895 for a valuable consideration therein expressed duly assigned said bond and mortgage to this plaintiff who now is and has since been the owner and holder thereof.

" 9

And the plaintiff further shows that the said defendant has failed to comply with the conditions of the said bond and mortgage by omitting to pay the sum of \$150. principal which became due Nov. 6th 1894, and the sum of \$150. principal which became due Nov. 6th 1895, and the sum of \$150. principal which became due ~~Nov. 6th~~ ^{the 6th day of November 6th} 1896, and by omitting to pay \$54. interest which by the terms and conditions of the said bond and mortgage became due on the the sixth day of November One thousand eight hundred and ninety six which said sum of interest aforesaid remained in arrears for more than ten days and still remains unpaid. That plaintiff has exercised the option given him in said bond and mortgage and has elected and elects to treat the whole of said bond and mortgage principal and interest as due and payable. That there is now justly due the plaintiff on said bond and mortgage the sum of nine hundred dollars with interest thereon from the 29th day of September 1895, and the plaintiff further shows that no other action has been ~~brought~~ brought to the knowledge or belief of said plaintiff to

" 10

Recover any part of the mortgage debt.

And the plaintiff further shows that he is informed and believes that Annie K. Ash, Benjamin Gates and Robert Valentine Trustees for the United Society commonly called Shakers of Mount Lebanon, Columbia County New York have or claim to have some interest in, or lien upon, said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequently to the lien of said mortgage.

The plaintiff therefore demands that the defendants and all persons claiming under them subsequent to the commencement of this action, may be barred and foreclosed of all right, claim, lien and equity of redemption in said mortgaged premises; that the said premises or so much thereof as may be sufficient to raise the amount due to the plaintiff for principal, interest and costs and which may be sold separately without material injury to the parties interested may be decreed to be sold according to law; that out of the moneys arising from the sale thereof, the plaintiff may be paid the amount due on the said bond and mortgage with interest to the time of such payment, and the costs and expenses of this action so far as the amount of such moneys properly applicable thereto will pay the same; and that the defendant Robert O. Ash may be adjudged to pay any deficiency which may remain after applying all of said moneys so applicable thereto; and that the plaintiff may have such other or further relief, or both in the premises as shall be just and equitable. ~~Alex. & A. W. Cumming Plaintiffs Attorneys~~

equitable.

Alex. & A. W. Cumming Plaintiffs Attorneys
No's 1, 2, 3, & 4 Ackerman Building
Corner State & Henry Streets
Binghamton N.Y.

10 192g

County of BroomeSS:

Harry R. Bauers being duly sworn says that he is the plaintiff in the above entitled action and that the foregoing complaint is true to his own knowledge except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Subscribed and sworn to before
me this 7th day of January 1897

Asa J. Cumming

Notary Public

13
Harry R. Bauers

10, 192h

Fol 1

Supreme Court Broome County

Harry R. Bauers

Against

Robert O. Ash, Annie K. Ash his wife, Benjamin Gates & Robert Valentine Trustees for the United Society Commonly called Shakers of Mount Lebanon Columbia County New York

It appearing by the affidavit of Edmond Chas. Getty verified March 30th 1897, that a summons has been issued in the above entitled action, which is hereto annexed, to be served upon the defendants Benjamin Gates and Robert Valentine, who reside at Mount Lebanon, in the county of Columbia, in this State, and that the same was placed in the hands of the Sheriff of said Columbia County to serve upon said defendants, and that proper and diligent effort to serve the said summons upon the said defendants has been made and that the place of their sojourn cannot be ascertained so that personal service upon them cannot be made.

It is hereby ordered and directed that the service of said summons be made upon said defendants Benjamin Gates and Robert Valentine by leaving a copy thereof, and of this order at the residence of each of the said defendants, with a person of proper age, if upon reasonable application, admittance can be obtained and such a person found who will receive it; or, if admittance cannot be so obtained, nor such a person found, by affixing the same to the outer or other door of each of the said defendants residence, and by depositing another copy thereof, properly inclosed in a post paid wrapper, addressed to each of the said defendants, at their place of residence, in the post office at the place where each of them resides.

Dated April First 1897

George F. Lyon
Justice Supreme Court

10,192 i

County of Broome ss.

Harry R. Bauers being duly sworn, deposes and says that he is _____ in this action; that he has read the foregoing _____ and knows the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Sworn to before me, this _____ }
day of _____ 189 _____ }

CW. ND.
10/19/22

In Department P O

Supreme Court.

COUNTY OF Broome

Harry R. Bauer

Plaintiff

against
Robert O. Ash Annie K. Ash
his wife and others

Defendant

Copy
Summons Complaint
Notice object of action
and Order for substituted service

ALEX. & A. W. CUMMING,

Attorneys for Plaintiff

Office and Post Office Address: nos
12, 344 ~~12, 344~~ 8, 7 & 10 Ackerman Building,
Cor. State and Henry Streets,
BINGHAMTON, N. Y.

Due and personal service of a copy of the
within
is hereby admitted this day
of 189

Attorney for

D. H. STRINGHAM, 66 Washington Place, New York.

STATE OF NEW YORK,

COUNTY OF } ss.

being duly sworn, says that he is over the age of years, and
resides at that on the day of 189
at
he personally served the within on
leaving with
by personally delivering to and

.....
copy of the same.

He further says that he knew the person served as aforesaid, to be the person men-
tioned and described in said and to be
in this action.

Sworn to before me, this
day of 189

