

Agreement made the 2nd day of April 1887  
 Between George R Brown of the City of Brooklyn  
 in the State of New York party of the first part and  
 Robert Valentine of Lebanon, Columbia County in the State  
 of New York party of the second part in manner  
 following. The said party of the first part in  
 consideration of one dollar to him in hand paid  
 by said party of the second part the receipt whereof  
 is hereby acknowledged and in consideration of the  
 covenants hereinafter contained hereby agrees to sell  
 to said party of the second part all those four  
 certain houses and lots situate on Pleasant Place  
 90 feet from Herkimer Street in the City of  
 Brooklyn being together twenty six feet eight inches  
 front and or a and ninety five feet in depth for  
 the sum or price of thirty six thousand dollars  
 subject however to certain mortgages now on said  
 premises amounting to seventeen thousand four  
 hundred dollars. and the said party of the second  
 part hereby agrees to purchase said property at the  
 price aforesaid and pay for the same as follows  
 "to wit" One thousand dollars upon the delivery  
 of a proper deed of said property and to  
 convey to said party of the first part all that  
 certain farm of 225 acres more or less situate  
 about three miles from Westfield in the State of  
 Massachusetts together with all the stock and personal  
 property thereon now owned by the society of

Shakers so called at \$17600 free and Clear  
Deds of the respective properties to be delivered  
at the office of Baker & Baker No 181 Broadway  
New York City on or before the 25th day of April  
1887 which Deds shall contain general Warranty  
and the usual full Covenants for conveying  
and assuring the <sup>of</sup> simply of all said property  
free of all incumbrance except the Mortgages  
aforesaid. All the stipulations aforesaid to  
bind the heirs, Executors, Administrators & Assigns  
of the respective parties.

In witness whereof the parties have hereunto  
set their hands and seals the day and year  
above written.

Signed Sealed and delivered George R. Brown  
in presence of }  
Henry Baker } Robert Valentine

The foregoing agreement is made subject to the  
Approval of the other Trustees of the Society of  
Shakers  
G.R.B.  
G.R.B.

Statement of Exchange.  
Hutchinson St. Bklyn: Account. Mrs. Mendham's property.

Due Mr. Brown.

Bank payment on delivery of Debt.	\$1100.00
Accrued interest of New Jersey note	105.00

Due Mr. Valentine

Accrued interest on Hutchinson St. Note.

Curre.

1<sup>st</sup> July \$4000. Oct 28 to Mch 1. \$68.34

" " 2<sup>d</sup> " \$1150 " " " " 23.40

2<sup>d</sup> 1/2 m.

1<sup>st</sup> July \$3938.<sup>50</sup> Nov 1 " " " 78.77

" " 2<sup>d</sup> " \$261.42 Oct 7 " " " 5.84

3/4 m.

1<sup>st</sup> July \$3818.<sup>50</sup> Nov 1 " " " 76.37

" " 2<sup>d</sup> " 381.<sup>50</sup> Oct 7 " " " 8.52

4<sup>th</sup> 1/2 m.

1<sup>st</sup> July \$3500 Nov 1 " " " 70.00

" " 2<sup>d</sup> " \$700 Oct 7 " " " 15.51

5<sup>th</sup> 1/2 m.

1<sup>st</sup> July \$3500 Nov 1 " " " 70.00

" " 2<sup>d</sup> " \$700 Oct 7 " " " 15.51

6<sup>th</sup> 1/2 m.

1 <sup>st</sup> July \$4000	for 15 days in	
2 <sup>d</sup> " \$200	24 mos of 4 m	10.50

Mr Valentine's chkt to Brown for bal 772.24

\$1205.00    \$1205.00

Mr Valentine owes Mr Brown \$10.-

Settlement -  
Mr Valentine <sup>Esq</sup> Mr Binn.

4085

Dated May 14<sup>th</sup> 1879

Thomas Smith and  
Mary his wife

TO

Theodore W. Myers.

Mortgage.

RECEIVED in the office of the  
Clerk of the County of Ulster  
N.Y. on the Fifteenth  
day of May A. D.  
1879 at 8.30 o'clock P. M.  
and recorded in Book 47  
of Mortgages for said County,  
page 484 &c

J. J. Wosseller  
Clerk

H. J. Osborne  
55 Pine St  
New York City

F. H. Brown  
Hudson

Robt. Valentines  
Mount Lebanon

Columbia Co. N.Y.

1879

Sherris Council of record & return to

Daken & Daken  
181 Broadway

New York City

State of New Jersey

Union

County, ss.

} Be it Remembered,

That on this \_\_\_\_\_ day of \_\_\_\_\_  
in the year one thousand eight hundred and \_\_\_\_\_  
before me \_\_\_\_\_

personally appeared, Thomas Smith and Mary his Wife

who, I am satisfied, are the grantors — in the within Indenture  
of Mortgage named, and who executed the same; and I having first made  
known to them the contents thereof, they did thereupon severally  
acknowledge that they signed, sealed and delivered the same as their  
voluntary act and deed for the uses and purposes therein expressed.  
And the said Mary, Wife of said Thomas Smith

being by me privately examined, separate and apart from her said  
husband, did further acknowledge that she signed, sealed, and delivered the  
same as her voluntary act and deed, **FREELY** and without any fear,  
threats, or compulsion of or from her said husband \_\_\_\_\_



Elizabeth

Cat. No.  
10,221

**This Indenture,** made the Fourteenth day  
of May in the year one thousand eight hundred and seventy nine.

**BETWEEN** Thomas Smith of the City, County and State of  
New York and Mary his Wife parties of the first part, and  
Theodore W. Myers of the same place, party

of the second part,  
**Whereas,** the said Thomas Smith is justly indebted to  
the said party of the second part, in the sum of Three thousand Dollars

lawful money of the United States of America, secured to be paid by his certain bond  
or obligation, bearing even date with these presents, in the penal sum of Six thousand  
Dollars

lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of  
Three thousand Dollars

lawful money as aforesaid to the said party of the second part, his executors, administrators,  
or assigns, on the fourteenth day of May which will be in the  
year one thousand eight hundred and eighty and interest thereon, to be  
computed from the date thereof at and after  
the rate of Six per cent. per annum, and to be paid Semi-annually on  
the fourteenth days of November and May

**And it is thereby expressly agreed,** that should any default be made in the payment of the  
said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed,  
and should the same remain unpaid, and in arrear, for the space of twenty days,  
then, and from thenceforth, that is to say, after the lapse of the said twenty  
days, the aforesaid principal sum of Three thousand Dollars  
with all arrearage of interest thereon, shall, at the option of the said party of the second  
part, or his legal representatives, become and be due and payable immediately  
thereafter, although the period above limited for the payment thereof may not then have  
expired, anything therein before contained to the contrary thereof in any wise notwithstanding;  
as by the said bond or obligation, and the condition thereof, reference being thereunto had, may  
more fully appear. **Now, this Indenture Witnesseth,** That the said parties of the first part,  
for the better securing the payment of the said sum of money mentioned in the condition of  
the said bond or obligation, with interest thereon, according to the true intent and meaning thereof,  
and also for and in consideration of the sum of one dollar, to them in hand paid by the said  
party of the second part, at or before the ensembling and delivery of these presents, the receipt  
whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and con-  
firmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the  
said party of the second part, and to his heirs and assigns forever, ALL that certain  
tract or parcel of land, with the buildings thereon, situate lying  
and being in the City of Rainfield in the County of Union and State

of New Jersey Beginning at a Stone in the centre of Sixth Street and corner of Albert Thomas lot and running along the centre of said Street South forty seven and one half degrees West (S. 47 1/2° W) Two chains ten links to a Stone in the centre of Sixth and Sycamore Streets and corner of Joseph Nelson's land, thence running along said Nelson's line North forty seven degrees West (N. 47° W) Two chains sixty two and one half links to a Stone in the centre of Sycamore Street and corner of William Birt's land, thence running along said Birt's land North forty seven and one half degrees East (N. 47 1/2° E) Two chains ten links to a Stone and another corner of Albert Thomas lot, thence running along Albert Thomas line South forty seven degrees East (S. 47° E) Two chains, sixty two and one half links to a Stone in the centre of Sixth Street and the point of place of beginning: Containing <sup>5/8</sup> of an Acre of land be the same more or less, known as Lots 71 and 72 on William Birt's lithographed Map on file in the Office of the Clerk of Essex County. Being the same premises conveyed to the said Thomas Smith by the said Theodore N. Myers and Rosalie his Wife by Deed bearing even date herewith and Recorded in the Office of the Clerk of Union County in Book \_\_\_\_\_ of Deeds for said County, pages \_\_\_\_\_; and this Mortgage being given to secure the payment of part of the purchase money named in said Deed.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof; And also all the estate, right, title, interest dower, right of dower property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances.

To have and to hold the above granted and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his own proper use, benefit and behoof, forever. Provided always, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said Thomas Smith

for himself his heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond. And it is also agreed, by and between the parties to these presents, that the said parties of the first part, shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, by insurers, and in an amount approved by the said party of the second part, his executors, administrators or assigns.

and assign the policy and certificates thereof to the said party of the second part; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of six per cent. per annum, from the time of payment of such premium or premiums.

And the said Thomas Smith for himself his heirs and assigns, doth further covenant and agree to and with the party of the second part his heirs, executors and administrators and assigns, that the owner or owners of the lands above

THOMAS KILVERT,  
Notary Public,  
Commissioner for all the States, &c.,  
137 BROADWAY, NEW YORK.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED that on this fourteenth day of May in the year one thousand eight hundred and seventy Nine - before me, the undersigned, THOMAS KILVERT, a Commissioner, resident in the City of New York, duly commissioned and qualified by the executive authority, and under the Laws of the State of New Jersey to take the acknowledgment of deeds, etc., to be used or recorded therein, personally appeared before me Thomas Smith and Mary his Wife and <sup>separately</sup> acknowledged to me that they had signed sealed & delivered the annexed deed as their voluntary act & deed. And the said Mary in a private examination by me, separate & apart from her husband further acknowledged to me that she signed sealed & delivered the said deed freely & without any fear, threats or compulsion from her said husband. And at the same time also appeared before me William B. Farley who being by me duly sworn did depose & swear that he resides in the City of New York in the County of New York State of New York that he was acquainted with the said Thomas Smith & Mary his Wife the persons described in the said deed & that he saw the said acknowledgment & knew them to be the persons described in the said deed. IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year aforesaid.

which is to me satisfactory evidence of the facts -



Thomas Kilvert  
Commissioner for New Jersey in New York.

there be any deduction from this mortgage, that become immediately the contrary notwithstanding any tax thereon lands, added to the interest, at the rate

set their hands  
Smith  
with



of New Jersey Beginning at a Stone in the centre of Sixth Street and corner of Albert Thomas lot and running along the centre of said Street South forty seven and one half degrees West (S. 47 1/2° W) Two chains ten links to a Stone in the centre of Sixth and Sycamore Streets and corner of Joseph Nelson's land, thence running along said Nelson's line North forty seven degrees West (N. 47° W) Two chains sixty two and one half links to a Stone in the centre of Sycamore Street and corner of William Birt's land, thence running along said Birt's land North forty seven and one half degrees East (N. 47 1/2° E) Two chains ten links to a Stone and another corner of Albert Thomas lot, thence running along Albert Thomas line South forty seven degrees East (S. 47° E) Two chains, sixty two and one half links to a Stone in the centre of Sixth Street and the point or place of beginning: Containing  $\frac{1}{10}$  of an Acre of land be the same more or less, known as Lots 71 and 72 on William Birt's lithographical Map on file in the Office of the Clerk of Essex County. Being the same premises conveyed to the said Thomas Smith by the said Theodore N. Myers and Rosalie his Wife by Deed bearing even date herewith and Recorded in the Office of the Clerk of Union County in Book \_\_\_\_\_ of Deeds for said County, pages \_\_\_\_\_; and this Mortgage being given to secure the payment of part of the purchase money named in said Deed.

Together with all and singular the tenements and profits thereof; And also all the estate, right, use, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances.

To have and to hold the above granted and described premises, with the appurtenances, unto the said party \_\_\_\_\_ of the second part, his heirs and assigns, to have their own proper use, benefit and behoof, forever. Provided always, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party \_\_\_\_\_ of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said Thomas Smith

for himself his heirs, executors and administrators, doth covenant and agree to pay unto the said party \_\_\_\_\_ of the second part, his executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond. And it is also agreed, by and between the parties to these presents, that the said parties of the first part, shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, by insurers, and in an amount approved by the said party \_\_\_\_\_ of the second part, his executors, administrators or assigns.

and assign the policy and certificates thereof to the said party \_\_\_\_\_ of the second part; and in default thereof, it shall be lawful for the said party \_\_\_\_\_ of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of six per cent. per annum, from the time of payment of such premium or premiums.

And the said Thomas Smith for himself his heirs and assigns, doth further covenant and agree to and with the party of the second part his heirs, executors and administrators and assigns, that the owner or owners of the lands above described will not hereafter apply for or claim any deduction by reason of this mortgage from the taxable value of such lands.

And it is further agreed, by and between the parties to these presents, that if there be any deduction from the taxable value of the lands described in this mortgage, by reason of this mortgage, that then and in that case the sum of money secured by this mortgage shall be and become immediately due and payable, anything herein or in any other instrument contained to the contrary notwithstanding; and it shall be lawful for the then owner of this mortgage to pay any tax thereon by reason of said deduction, and the amount so paid shall be a lien on said lands, added to the principal of the debt secured by these presents, payable on demand, with interest, at the rate of Six per cent. per annum from the time of paying such tax.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered }  
in the presence of

Wm B. Farley

Thomas Smith

Mary Smith

Frederick G. Burnham

to

Benjamin Gates <sup>and</sup>  
Robert Valentine.

Deed.

400-257

Recorded 4.00 P.M.  
Feb 18 1885

THIS INDENTURE made the sixteenth day of February, Eighteen Hundred and Eighty-five, between Frederick G. Burnham and Catherine L., his wife, of the town of Morristown, County of Morris, State of New Jersey, of the first part, and Benjamin Gates and Robert Valentine, of the town of New Lebanon, in the County of Columbia and State of New York, of the second part,

WITNESSETH :--that the said party of the first part, for and in consideration of the conveyance to the said Frederick G. Burnham by the parties of the second part of certain premises and the sum of One Dollar, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented and paid; have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain sell, alien, release, enfeoff, convey and confirm to the said party of the second part and to their heirs and assigns FOREVER--

ALL those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Jersey City, in the County of Hudson and State of New Jersey, and which, taken together, are abutted and bounded as follows:--

BEGINNING at the corner formed by the intersection of the Westerly side of Bergen Avenue with the Nor-

therly line of Danforth Avenue;  
thence running along the Northerly line of Danforth Avenue  
Four Hundred and twenty-two feet and twenty-nine hundredths  
to a corner; thence Northerly along the Westerly line of Lot  
number thirty-one, as laid out on Vreeland's map, about One  
Hundred and Nine feet; thence Easterly along the Southerly  
side of lot number thirty, on said map, thirty feet to the  
Southeasterly corner of lot number thirty; thence Northerly  
along the Easterly line of lot number thirty, about One Hun-  
dred and twenty-four feet and five-tenths of a foot, to the  
Southerly line of Chestnut Avenue; thence Easterly along  
the Southerly line of Chestnut Avenue Three Hundred and twen-  
ty-five feet and forty-four-hundredths of a foot, to the  
Westerly line of Bergen Avenue Two Hundred and thirty-five  
feet and sixty-six-hundredths of a foot to the point or  
place of beginning.

T O G E T H E R with the land to the center of the Ave-  
nue opposite said tract and being known as lots Number one  
to thirty-one, inclusive; Block 1,272, in Vreeland's map.  
excluding therefrom lot Number thirty; being a portion of  
the same premises conveyed to the said Frederick G. Burnham  
by Henry S. Terbell and Hannah D. Terbell, his wife, by deed  
dated the 29th day of February, Eighteen Hundred and eighty-  
four; recorded March 5th, 1884, in Hudson County Register's  
Office in Book 389 of Deeds of said County, on Page 56 etc.

S U B J E C T , nevertheless to a certain mortgage by  
the party of the first part hereto to the Mutual Life Insur-  
ance Company of New York, to secure the principal sum of  
Twelve Thousand Dollars, on which there is due said principal

sum and the interest thereof from the date hereof.

T O G E T H E R with all and singular the houses, buildings, tress, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging, or in any wise appertaining.

A L S O all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part of in and to the same, and of in and to any part and parcel thereof.

T O H A V E A N D T O H O L D all and singular described land and premises, with the appurtenances, unto the said party of the second part as joint tenants and not as tenants in common, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns F O R E V E R.

A N D the said F r e d e r i c k G. B u r n h a m doth for himself, his heirs, executors and administrators covenant grant to and with the said party of the second part, their heirs and assigns, that he, the said F r e d e r i c k G. B u r n h a m is the true, lawful and right, owner of all and singular, the above described land and premises, and every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises or any part thereof at the time of the sealing and delivery of these presents are not encumbered by any mortgages, judgments or limitation or by any encumbrance whatever, by which the title of the said party of the second part hereby made, or intended to be made, for the above described land and premises, can or may

be changed, charged, altered or def<sup>e</sup>ated, in any way whatsoever, except the said mortgage.

A N D A L S O that the said party of the first part now hath good right, full power and legal authority to grant bargain, sell and convey the said land and premises in manner aforesaid:

A L S O that the said F r e d e r i c k G. B u r n h a m will warrant, secure and forever defend the said land and premises unto the said party of the second part, their heirs and assigns FOREVER against the lawful claims and demands of all and every person or persons, fully and clearly freed, discharged of, and from all manner of encumbrances whatsoever.

I N W I T N E S S W H E R E O F the said party of the first part have hereunto set their hands and seals the day and year first above written.

(Signed) Frederick G. Burnham (SEAL)

" (Signed) Catherine L. Burnham "

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF

Before execution the words: "thence Easterly and along the Southerly line of Chestnut Avenue" interlined in last line of page; and on the second page of that line, excluding therefrom--therefrom lot 30--interlined.

WILLIAM P. FENNELL.

STATE OF NEW JERSEY,

SS:--

COUNTY OF MORRIS,

Be it remembered that on the seventeenth day of February, in the Year of our Lord, One Thousand, Eight Hundred and Eighty-five, before me, a Master in Chancery, personally appeared F R E D E R I C K G. B U R N H A M and C A T H E R I N E L. B U R N H A M, his wife, who, I am satisfied, are the Grantor in the within Deed of Conveyance named; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said C a t h e r i n e L. B u r n h a m, being by me privately examined separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same as her voluntary act and deed freely, without any fear, threats or compulsion of her said husband.

(Signed) William P. Fennell.

Master in Chancery of New Jersey.

Received in this office and recorded February 18th, 1885  
at four o'clock P. M.