

Montgomery County Records, Book 4 page 14-15

Know all men by these presents that I Casper Bower of Burnetsfield in the County of Albany and Province of New York am held and firmly bound unto Jacob H. Walrat of the same place yeoman in the sum of 360 pounds current lawful money of the said province to be paid to the said Jacob H. Walrat or to his ____, ____, executors administrators or assigns ____ the which payment will and truly to be made. I do bind myself my heirs executors and assigns jointly by these presents. Seal with my seal dated the 1st day of July 1767 and in the 7th year of his magesty's reign. The condition of this obligation is such that if the above bounden Caspar Bower, his heirs, assigns, executors or administrators shall well and truly pay of cause to be paid to Jacob H. Walrat the sum of 118 pounds on or before the 8th day of April which will be in the year 1770 or else to pay interest from thenceforth at the rate of 5% per annum and 62 pounds on or before the first day of October which will be in the year 1770 or else to pay interest from thenceforth at the rate of 5% per annum and 62 pounds on or before the 1st day of October which will be in the year 1771 which two sums shall ____ the sum of 180 pounds. If that be done without fraud or further delay then this present obligation to be void and of none effect otherwise ____ and remains in full force and virtue. Caspar Bauer LS

Signed sealed and delivered in the presence of Gerrit Miller (his mark) John Pickard.

Be it remembered that on the 9th day of March in the year of our Lord 1792 personally appeared before me, Jacob G. Klock, in (the rest of the page is missing)

and for the County of Montgomery in the State of New York and made oath said that he saw Caspar Bauer therein grantor sign, seal and deliver the within written instrument as and for his voluntary act and deed for the use therein mentioned and that John Pickard and himself subscribed their names thereto as witnesses and I have examined the same and find no interlineation, erasures or obliteration therein do allow the same to be recorded. Jacob G. Klock.
Recorded the 13th day of March 1792

Note: This instrument is a promissory note. It appears that the obligation to repay was not timely and in 1792, some 25 years subsequent to the execution, Jacob Walrat or his heir(s) had it recorded. The purpose of recording was probably to use it as evidence in a court action to recover the amount owing.
Jerry L. Walrath 11/30/2010