

His Indenture made the fourteenth day of March, in the year of our Lord, one thousand eight hundred six, between Adolph H. Wolbrast of the town of Palatine, in the County of Montgomery, in the State of New York of the first part, and John P. Billinger of the same place Town and County aforesaid of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of Ninety dollars, lawful money of the United States of America to him in hand paid, the receipt whereof is hereby confessed and acknowledged, hath granted bargained sold, released and conveyed and by him sold, and by these presents doth grant, bargain, sell, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever. All that certain one hundred acres of land, known by the name of lot number Twenty two in a patent granted unto George Klock, William Kellis and others, situate being and being on the North side of the Mohawk river in the said town, said lot is better and bounded as follows. Beginning at the South West corner, of lot number Twenty one, and runs thence North thirty five degrees East seventy one chains, thence North thirty five degrees West sixteen chains, thence South thirty five degrees West seventy one chains, and thence to the place of beginning containing one hundred acres of land, and the usual allowance for highways. To have and to hold, the above bargained premises to the said party of the second part his heirs and assigns, to the sole and only use, benefit and behoof of the said party of the second part his heirs and assigns forever. Provided always and these presents are upon this special condition, that if the said Adolph H. Wolbrast, pay to the said John P. Billinger his heirs and assigns, the sum of Ninety dollars, like lawful money, on or before the fourteenth day of March, which will be in the year of our Lord, one thousand, eight hundred and eight with lawful interest according to the condition of a certain bond or writing obligatory, bearing even date herewith, executed by the said party of the first part, to the said party of the second part, as a collateral security, then these presents, and the said bond or writing obligatory shall cease and be null and void. But in case of the non payment of the said sum of Ninety dollars, with interest as aforesaid, or any part thereof, at the time above limited for the payment thereof, then and in such case it

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shall and may be lawful for the said party of the second part, his heirs executors, administrators or assigns, and the said party of the first part, both hereby empower and authorize the said party of the second part his heirs, executors, administrators and assigns, to grant, bargain, sell, release and convey the said premises with the appurtenances at public auction or Vendue and on such sale to make and execute to the purchaser or purchasers his her or their heirs and assigns for ever good ample and sufficient deeds of conveyances in the law pursuant to the statute in that behalf made and provided - rendering the surplus monies (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 vendue and sale as aforesaid. In testimony whereof the said party of the first part, hath hereunto interchangeably set their hands and seal, the day and year first above written. Adolf W. Warrath (Seal). Taken and delivered, in the presence of us, H. B. The letter W. in the 11. line above is interlined. Devin Panshu, born b. Putkman.

State of New York, Montgomery County, ss. On the sixteenth day of June, one thousand eight hundred and eight, personally before me Jacob Sell one of the Justices of the Court of Common Pleas in and for the County of Montgomery aforesaid came Adolf Warrath personally known to me and acknowledged that he signed, sealed and delivered the within Mortgage, having examined the same, finding therein no Erasures, interlineations or obliterations excepting those noted, I saw it to be correct. Jacob Sell. Recorded 21. June 1868.

Henry J. Yates Clerk.