

This Indenture, made the eight day of July in the
Year of our Lord One thousand eight hundred and twenty
Six Between Nicholas Waggoner & Elizabeth his wife of the town
of Palatine County of Montgomery and State of New York of
the first part and Christian Mahalle of the Town of Minid-
ew County aforesaid of the second part Witnesseth, that
the said parties of the first part for and in consideration
of the sum of three hundred and sixty dollars Money of acc-
ount of the united States, to them in hand paid by the said
party of the second part, the receipt whereof is hereby cert-
ified and acknowledged; have granted, bargained, sold,
remised, released aliened and confirmed and by these
present do grant, bargain, sell, remise, release, alien and

Confirm unto the said party of the second part, and to his heirs
and assigns forever all that certain piece or parcel of Lands
Situate lying and being in the town of Mingo County
Aforesaid known and distinguished by being part of lot
No 10 in a patent granted to Philip Livingston & others
beginning at a stake standing in the easterly corner of
the Land of Joseph Maguire from thence thence
4: 52, 30 N. 23 Chains & 60 links along the westerly
bounds of the same to a stake thence North 37. or East twelve
Chains & ninety four links to the southerly bounds of the
Lands belonging to heirs of Genl Young, deceased thence
along the southerly bounds of the same South fifty two
degrees and thirty minutes East in only three Chains
& eleven links to the easterly bounds of said lot thence
along the same South thirty seven degrees west twelve Chains
& ninety four links till to the place of beginning contain-
ing thirty Acres of Land Together with all and singular the
hereditaments and appurtenances therunto belonging
and anywise appertaining and the reversions and rever-
sion and reversions, remainders and remainders, rents,
issues and profits thereof and all the estate, right, title,
interest, Claim and demand whatsoever of the said parties
of the first part, either in law or equity of, in and to the
above bargained premises, with the hereditaments and
appurtenances, To have and to hold the said lands tenor
into hereditaments, rights and privileges above mentioned
granted and described and every part and parcel thereof
to the said party of the second part, his heirs and assigns
to the sole and only proper use benefit and behoof of the said
party of the second part, his heirs and assigns forever, and
the said parties of the first part, for themselves their heirs, executors
and administrators, do Covenant grant bargain promise
and agree to and with the said party of the second part, his
heirs and assigns, to warrant and forever to defend the

above bargained premises, and every part and parcel thereof against the said parties of the first part, their heirs, executors, administrators and assigns, and against all and every other person or persons claiming or to claim the said premises or any part thereof. In witness whereof, the said parties of the first part, have hereunto set their hands and seals the day and Year first above written, Nicholas Waggoner ^{Esq} Elizabeth ^{his} wife ^{and} Waggoner ^{Esq} sealed and delivered in presence of ^{in public} Wm P. Waggoner, Wm P. Mc Cole Montgomery County, Ga. Be it Remembered that on the seventh day of July in the Year of our Lord One thousand Eight hundred and twenty six Came before William P. Mc Cole One of the Commissioners in and for said County appointed to take the acknowledgments of deeds &c the within named Nicholas Waggoner and Elizabeth his wife to me known to be the persons described in and who executed the within deed &c the within named Nicholas Waggoner and

A. L. G. M. C. of C.

Elizabethe his wife to me known to be the persons described in
and who executed the within deed and acknowledged
that they signed and sealed the within deed for the uses
and purposes therein mentioned and that said Elizabethe
being by me privately examined apart from her said
husband acknowledged that she executed the said deed
freely without any fear or compulsion of her said hus-
band and having examined said deed and finding therein
no material interlineations erasures or obliterations
allow the same to be Recorded W^m P. M. Cole.