

This Indenture, made the twelfth day of June in the
Year of our Lord one thousand eight hundred and twenty six
Between Warner Mahardt & Mary his wife of the first part,
and Peter Mahardt & Charles Mahardt of the second part, witness
eth, that the said parties of the first part, for and in considera-
tion of the sum of Eleven hundred dollars of lawful money
of the United States, in hand paid by the parties of the second
part, wherewith the said parties of the first part, do hereby
declare themselves satisfied and paid, have and by-

these presents do grant, bargain, sell, alien, release, Convey
and Confirm unto the said parties of the Second part,
their heirs and assigns, all that certain piece or parcel
of land, Situated being in the town of Canajoharie in the
County of Montgomery in a patent heretofore granted to
William Dick & others bounded as follows; beginning on
the South side of the Bermans Creek Turnpike one rod from
the centre at a Stake opposite the West End of John Gullocks
Shed, running thence South 13° West 5 Chains & 26 links to
the Centre of the Creek; thence South 50° East one Chain &
90 links to a Stake thence North 13° East 5 Chains & 26 links
to the said Turnpike at a Stake, thence North 50° West one
Chain & 90 links to the place of beginning, containing One acre
of land; also one other piece or parcel of land in the town
aforesaid in said patent bounded as follows; beginning by
the road at the North Corner of a board fence West of the land
occupied by James Smith, running thence South 50° West 1
Chain 66 links, thence 56° West 6 Chains 25 links, thence North
39° 30' East 3 Chains 18 links to the highway; thence along the
highway North 88° East 6 Chains 38 links to the place of beginning
containing one acre and two rods & five rods of land; also
other lot in the town aforesaid in a patent granted to John
Tine & others beginning on the South Side of said Turnpike
one Chain & 8 links to the east of Benoni Bullocks Barn;
running thence South 10° West One Chain & 92 links to the
North east Corner of a Cloth Shop belonging to the firm of
Crankling & Bullock thence South 80° 30' East 85 links to a Stake
& Stones; thence South 89° West 70 links to a Stake & Stones; thence
North 83° West One Chain to a Stake and Stones; thence South
10° 30' West One Chain & 40 links to the Centre of Bermans Creek;
thence along hastily in the Centre of said Creek so far that a
line drawn straight from the last mentioned Station South
75° East 2 Chains & 47 links will intersect the line in said

Centre; thence north $14^{\circ} 30^m$ east 4 Chains & 8 links to the South
Side of said Turnpike; thence North 75° West 2 Chains & 50
links to the place of beginning; containing One Acre $\frac{1}{2}$ rods
of land; also one other piece of land situate in the town
& part of aforesaid; beginning at a Stake Standing on the
North Side of the highway & in the division line between James
Smith's & John Garlock's running thence North 3° east 3 Chains
On said line of division; thence North 80° West One Chain
& 75 links; thence South 5° West three Chains to the highway;
thence along the highway two Chains to the place of beginning;
Containing One half Acre & nine rods of land; being all the
land of which the said parties of the first part are seized
or possessed in the town & county aforesaid. Together with
all and singular the rights, members, and privileges, to the
same belonging, or in anywise appertaining, and the reversion
and reversions, remainder and remainders, rents, issues and
profits thereof, and all the estate, right, title, interest property
possessive, claim and demand, both in law and equity.

Recorded 15th July 1826

of the said parties of the first part, of, in and to the same, to have
and to hold the said tract of land and premises, with the appur-
tenances, unto the said Peter Malahadt and Charles Malahadt
heir and assigns, to their and their only proper use, benefit and
 behoof forever, and the said parties of the first part, do for
themselves, their executors, and administrators, Covenant,
and agree to and with the parties of the second part, their
heir and assigns, that they are true and lawful Owners of the
said tract or parcel of land and premises, with the appurten-
ances, and are lawfully seized in their own right, of a
perfect, absolute and indefeasible estate of inheritance
in fee simple, of and in all the said premises, with the
appurtenances, and have in themselves good right, full
power, and lawful Authority, to grant and convey the
same, in manner aforesaid, and also that they the said
parties of the second part, their heir and assigns, shall
and may, forever hereafter peaceably have hold, occupy
and possess the said granted premises, free from the bur-
den or molestation of any person or persons lawfully
claiming the same, and that they the said parties of the
first part, and their heir, the said parcel of land and
premises unto the said parties of the second part, their heir
and assigns, Against all Claims and demands whatsoever
shall and well warrant, and forever by these presents
Covenant, In witness whereof the parties of the first part,
have hereunto set their hands and Seals the day and
Year first, Above written, Warner Malahadt & Mary
Malahadt & Charles Malahadt in presence of the words
"to a Stake thence north 80, west" erased before signing. Jas,
Bracket Peter Malahadt, Montgomery County p. Do it known
that On the eighth day of July in the Year of Our Lord One
thousand eight hundred & twenty six personally appeared
before me John S. Shuler one of the Commissioners to take acknow-
ledgments of deeds for the County of Montgomery
Warner Malahadt & Mary his wife well known to be me, to be
the persons herein described who acknowledged that they
executed the within deed freely & without fraud for the purposes
herein contained and having examined said Mary separate
& apart from her said husband who acknowledged that she
executed the same freely & without any fear, threats or comp-
ulsion on the part of her said husband & finding no material
error or intimations except the words "to a Stake thence
north 80, west" erased before signing, allow it to be Recorded
In: S. Shuler Commissioner &c

M. Camie Sep 28

at 7 o'clock a.m.