

"This Indenture, made the first day of May in the year of our Lord one thousand eight hundred and twenty seven. Between Henry Sandus Dub<sup>o</sup> of the town of Kinder in the County of Montgomery and State of New York and Eve his wife of the first part, and Henry Malrath of the same place of the second part, Witnesseth, that the said parties of the first part for and in consideration of the sum of seven hundred and fifty dollars, money of account of the United States to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, revised, released, aliened and confirmed; and by these presents do grant, bargain, sell, revise, release, alien and confirm unto the said party of the second part, and to his heirs and assigns forever. All the out equal undivided half part a moiety of a certain piece a parcel of land situate, lying & being in the town of Kinder in the County of Montgomery & State of New York in a patent granted unto Philip Livingston and others being part of lot number four in said patent butted & bounded as follows (the said piece or parcel of land lying in the fifth allotment of said patent) beginning in the center of a public highway on the westerly bounds of said lot at a stake from thence south forty eight degrees East, blending the southerly bounds of the lands owned by John C. Eble in said lot number four forty six chains and forty links thence south thirty two degrees and thirty minutes west twenty two chains and twenty five links thence north forty seven degrees west nine chains and sixty one links thence north forty eight degrees and twenty minutes west thirty four chains and twenty seven links thence north twenty eight degrees East twenty three chains and five links to the place of beginning containing five hundred acres of land. Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversions and reversion, remainder 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, tenements, 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 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 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

To the whole and only proper use benefit and behoof of the said party of the second part, his heirs & assigns

Recorded 16th June 1828

Recorded 10<sup>th</sup> June 1828  
at 11 o'clock A.M.

Jno: D. Ferguson, Ck.

the day and year first above written. Henry Sanders Junr. 27  
Age <sup>40</sup> & Sanders S. S. Sealed and delivered in presence of John  
Krake. James. Wilkes. State of New York Montgomery County so  
On the second day of May in the year of our Lord one thousand  
Eight hundred & twenty seven came before me Jacob S. Wilson ap-  
= pointed Commissioner for said County to take acknowl-  
= edgements of Deeds &c. Henry Sanders Junr. & his wife to me  
personally known who severally acknowledged they had exe-  
= cuted the within deed out of their own free will act & deed & for  
the use & purposes therein mentioned. Having Examined the said  
Eve the wife of the said Henry separate & apart from her said  
husband she acknowledged she had executed the within deed  
out of her own free will act & deed & not out of fear or compulsion  
from her said husband & having Examined the within deed  
& finding no erasures interlineations or abbreviations I therefore  
allow the same to be recorded. Jacob S. Wilson. Comr. &c.