

This Indenture, made the twenty fifth day of November in the year one thousand eight hundred and thirty seven Between Robert Grouse of the first part & David Gros, Henry Roseboom, Elias Tutwell, Alfred Carey David Diefendorf, Jacob Wendell Willard Stull Junior, Philip Reynolds junior Simon Traver, Charles Walbradt Cornelius Mabee, Baltus Gillembach, Lorenzo D. Waller John R. Faling, Milner N. Briggs, Stephen Bates, Thomas Palmer & William C. Young, of the second part; Whereas Isaac J. Bates of the City & County of Schenectady by Indenture of Mortgage bearing date the fifteenth day of July one thousand eight hundred and thirty six for the consideration therein mentioned and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands herein after described are part, unto Robert Grouse party of the first part And whereas the said party of the first part at the request of the said parties of the second part, hath agreed to give up and surrender the lands herein after described, unto the said parties of the second part and to hold and retain the residue of the mortgaged lands as security for the money remaining due on the said Mortgage: Now this Indenture Witnesseth that the said parties of the first part in pursuance of the said agreement, and in consideration of one dollar to him duly paid at the time of the executing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted, released, quit claimed and set over and by these presents doth grant, release, quit claim, and set over, unto the said parties of the second part, all that part of the said mortgaged lands which are described upon the map of the same made by Robert

Highway for the said Isaac L. Yates by which the same are laid out into Village lots, to wit Lots numbers one, two, three, four, five, six, seven, eight, thirteen, & fourteen in Block A. Lots number one, two, three, four, five, six, seven, nine, ten, eleven, twelve, thirteen & fourteen in Block B, Lots number one, two, & three in Block C, Lots number six, thirteen & fourteen in Block D, Lots number one, two, three, four, seven, eight, nine, ten, eleven, four, five, fifteen & sixteen in Block E, Lots number one, two, three, four, five, eleven, twelve, thirteen, nineteen & twenty in Block F, Lots number five, six, seven, twelve, thirteen & fourteen in Block G, and all the lots from No three to thirty two inclusive in a Strip lying on the west side of said mortgaged premises adjoining Henry Crouse, which is intended to cover & release the lots respectively purchased by the said parties of the second part as by reference to said maps will more fully appear together with the hereditaments and appurtenances thereto belonging and all the right, title and interest of the said parties of the first part, of in, and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified may remain to the said party of the first part as heretofore. To have and to hold the lands and premises hereby released and conveyed to the said party of the second part his heirs and assigns to his and their only proper use, benefit, and behoof, forever, free, clear, and discharged of and from all lien and claim under and by virtue of the Indenture of Mortgage aforesaid. In witness whereof, Robert Croose, J. P. of the State of New York Montgomery County, on the 29<sup>th</sup> Dec 1837 came before me the within named Robert Croose known to me to be the person described in the within instrument and who acknowledged that he signed sealed & delivered said instrument for the uses & purposes therein mentioned all of which I do certify according to the Statute in such cases made & provided

Solo<sup>r</sup> J. P. Sanders Jr a Comp of Deeds

Recorded 12<sup>th</sup> day of March 1838 at 2. O'clock P.M.

A. J. Lawrence Clerk