

This Indenture made the twenty fourth day of February
in the year of our Lord One Thousand Eight hundred and forty
nine Between Jacob C. Smith and Hannah his wife of the
town of Mendon County of Montgomery and State of New
York on the first part and Veremiah Walbrath 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
three hundred dollars to them in hand paid by the said party
of the second part the receipt whereof is hereby acknowledged
have granted bargained sold remise released released and
Confirmed and by these presents do grant bargain sell
remise release alien and Confirm unto the said party of the
second part in his actual possession now being, and to his
heirs and assigns forever all that certain piece or parcel of
land situated lying and being in the town of Mendon Montg
-omery County and town of Danube Herkimer County being part
of lot No. One of the sixth lotment in a patent granted
to Philip Livingston and others and which said piece or
parcel of land bounded as follows, viz. On the South by
lands owned by Peter Walbrath. On the west by Lands of
Melville Dary and John Smith. On the north by lands of
John Smith and Washington Wheeler on the East by lands owned
by Solomon and Jonas Mills. Containing six acres of land
be the same more or less. Together with all and singular the
hereditaments and appurtenances therunto belonging or in any
wise appertaining and the Reversion and reversions remainders
and remainders rents issues and profits thereof and all the

estate right title interest claim and demand whatsoever of the
said party of the first part either in law or equity of in and
to the above bargained premises with the hereditaments and
appurtenances do have and to hold the said parcel of land 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 Jacob H. Smith and Hannah his wife parties of the
first part for 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 the above
bargained premises and every part and parcel thereof in the
quiet and peaceable possession of the said party of the second
part his heirs and assigns against all and every person or
persons lawfully claiming or to claim the whole or any part
of the said premises will forever warrant and defend

Recorded Office 16th 1849 at 3. P.M.

J. Dumbley Clerk

In Witness whereof the said parties of the first part have
 hereunto set their hands and seals the day and year first above
 written Jacob H. Smith ¹⁸⁴⁹ Esq. Hannah Smith ¹⁸⁴⁹ Esq.
 Signed Sealed and delivered in presence of Reuben A. Petrie, George
 Moyer Montgomery County, 3^d S. On the ninth day of March in the year 1849 Jacob H. Smith and Han-
 nah his wife came before me and severally acknowledged that they had executed the within Conveyance and said
 Hannah on a private examination apart from her husband acknowledged that she executed the said Conveyance
 freely and without any fear or compulsion of her husband And I further certify that I know the persons who made the
 said Acknowledgment to be the same individuals described in & who executed the said Conveyance — ^{= peace of said County} Matthew Smith Justice of the