

His indenture made the twenty sixth day of April in the year of our Lord one thousand eight hundred and fifty two, between Charles Rivers of Fort Plain County of Montgomery and State of New York, of the first part and Abraham Mathath of the same place of the second part this witness, that the said party of the first part for and in consideration of the sum of Six Hundred & Eighteen Dollars, lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed & acknowledged, has granted aliened remise released enclosed and confirmed, and by these presents does grant alien remise released enclosed and confirm unto the said party of the second part and to his heirs and assigns forever, All that certain village lot, situate lying and being in the village of Fort Plain County and State aforesaid known and distinguished as lot number thirty six on a map of village lots in possession of P. F. Wagner which said lot is bounded & bounded as follows viz: Northernly by Division Street, Easternly by village lot number thirty five, Southernly a lot belonging to Jacob Steep, (being lot number twenty four) and Westernly by village lot number thirty seven - Said lot number thirty six is sixty feet in front along said Division Street and one hundred feet in rear, as per map aforesaid. The said party of the first part, reserves twelve feet in width along the Easternly side of said lot, adjoining lot number 35. now owned by the party of the first part - and said twelve feet extends back to the rear line aforesaid. Said party of the first part also reserves to himself (with a privilege take away the same at any time) two-thirds of all the shrubbery now growing upon the lot hereby sold. Also all the fruit trees on said lot, except nine, which nine trees are to pass to the party of the second part. Said party of the first part

mine trees are to pass to the party of the second part. Said party of the first part is to build the fence on the Easterly line of the lot hereby sold Together with all and singular the hereditaments and appurtenances thereunto 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 granted premises with the said hereditaments and appurtenances. To have and to hold the above mentioned and described premises with the appurtenances and every part and parcel thereof, to the said party of the second part his heirs and assigns forever. And the said Charles Rivers for himself his heirs executors and administrators does covenant grant bargain promise and agree to and with the said party of the second part his heirs & assigns to warrant and forever to defend the above granted premises and every part and parcel thereof, now being in the quiet and peaceable possession of the said party of the second part, against the said party of the first part his 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 party of the first part has hereunto set his hand and seal the day and year first above written. Charles Rivers {SS}

State of New York

Montgomery County ss: On this twenty sixth day of April 1852 before me the subscribed appeared Charles Rivers who acknowledged that he executed the within instrument, and I certify that I know the person who made the said

acknowledgment to be the individual described in and who executed the said instrument.

At Hamilton Justice of the Peace.

Recorded May 6th 1859 at 1 hour P.M.

J. M. Auker Clerk