

and who executed the annexed instrument and acknowledged that he had executed the same -

Stephen Randall,  
Justice of the Peace.

Recorded Oct 27, 1857 at noon.

N. Pellet Clerk

✓ This Indenture made this the fifth day of June in the year one thousand eight hundred and fifty one between Henry B. Mygatt of Oxford in the County of Cheraugo and State of New York and E. Maria his wife of parties of the first part and Herain King, John M. King, and Edmund B. Curtis of McDonough in the County aforesaid parties of the second part. Whereas John Miller late of the said town of McDonough by two certain deeds of assignment made by him to said Henry B. Mygatt of the first part, one of which said deeds of assignment was recorded in the Clerk's office of the said County of Cheraugo on the twenty seventh day of February in the year one thousand eight hundred and forty nine and the other of which said deeds of assignment was recorded in the said Clerk's office of Cheraugo County on the first day of November in the year one thousand eight hundred and forty nine; conveyed to said Henry B. Mygatt of the first part certain real property in trust for the purposes as will by the said several deeds of assignment fully and at large appear; and whereas the said Henry B. Mygatt of the first part made sale by agreement in writing dated the fifth day of June in the year one thousand eight hundred and fifty one of the paper mill lot and land appurtenant in McDonough containing about fifty eight acres of land with all the appurtenances lately owned by John Miller to said Herain King and John M. King two of the parties of the second part; and whereas said Herain King and John M. King have directed the deed for said paper mill and the lands appurtenant to be executed to them the said Herain King, John M. King and Edmund M. Curtis, parties of the second part; and whereas the said John Miller by Indenture dated the sixteenth day of June in the year one thousand eight hundred and fifty one conveyed to the said Henry B. Mygatt in fee the real estate and property described in the said several assignments as will fully and at large appear by the said Indenture recorded in the Clerk's office of the said County of Cheraugo on the nineteenth day

of June in the year one thousand eight hundred and fifty one in Book of Deeds number Eighty six on page two hundred and fifty six. Now therefore in order to carry into effect the agreement in writing made as aforesaid by said Henry B. Mygatt of the first part with the said Herain King and John M. King, This Indenture Witnesseth that the said parties of the first part in consideration of one thousand dollars to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged do hereby sell grant and convey to the said parties of the second part All that certain piece or parcel of land in the Township of Cheraugo County aforesaid and being the one undivided half of the south half of lot number fifty seven (57) that is to say, the south west quarter of said lot number fifty seven, containing fifty acres be the same more or less - Excepting and reserving thereout a strip of land opposite the trap hammer building about six rods wide - Beginning at a hemlock stub standing near the road and running thence an easterly course and parallel with the south line of said lot number fifty seven to a brook in which William R. Baith's Saw Mill stood in the year one thousand eight hundred and thirty seven and it is understood and agreed that the parties of the second part their heirs and assigns are not to use or cause to be used any part of said lot number fifty seven, to be flowed or used for the purpose of erecting a great mill or having a great mill erected on or near the said lot number fifty seven, without the written consent required and expressed in a deed of said premises executed by Benjamin F. Rexford, Master in Chancery; and also excepting from said fifty acres all of said fifty acres lying on the east side of the Daniels creek being uncultivated land and containing about twenty five acres - And also all that certain piece or parcel of land being part of lot number fifty eight (58) in said town of McDonough which was conveyed to Joshua Fish by Gates Millers and wife on the twenty third day of September one thousand eight hundred and twenty four and bounded as follows: Beginning at the south east corner of said lot number fifty eight thence north twenty rods to a stake and thence north twenty two rods to an ash tree standing near the stream of the Senecaulet creek thence east twenty rods to the east line of said lot number fifty eight thence south twenty two rods to the place of beginning containing two acres and three fourths of an acre of land - Also the buildings paper mill and all the appurtenances belonging to said paper mill - reference being made for the boundaries of said property to the Indenture of Mortgage executed by Levi Sherwood and wife and



Recorded in Book 20 of Montages page forty seven by Perry Randall late Clerk of said Cheaugo County - Excepting from the above described lands the trip hammer mill pond and all the mill pond adjoining the lands of the estate of Oliver Warren to the height agreed upon by Jason L. Buedick and the said John Miller by the stakes struck and the trees marked by said Buedick and Miller - And I the said Henry B. Mygatt of the first part do covenant with the said parties of the second part, first, that I am lawfully seized of the said premises, second that the same are free from incumbrances and third that I will warrant and defend the same against all lawful claims - And the said parties of the first part in consideration aforesaid do also sell grant and convey to the said parties of the second part All that certain piece or parcel of land situated in the said town of de Bouvough and is part of lot number sixty three (63) in the subdivision of said town bounded as follows: Beginning at a stake on the north east corner of said lot number sixty three (63) and running south two degrees west along the east boundary line of said lot five chains and twenty six links to the State Road thence south eighty eight degrees west two chains and fifty six links to a stump thence north fifteen degrees west five chains and twenty eight links to the north boundary line of said lot thence south eighty nine degrees east along the north boundary line of said lot three chains and ninety seven links to the line of said lot on the east and place of beginning containing one acre two rods and thirty two perches of land - And also a certain other tract of lands in said de Bouvough which lies east of the road that runs north east from the State road to Jocas rights containing fifty eight and one half acres of land be the same more or less And I the said Henry B. Mygatt of the first part do covenant promise and agree to and with the parties of the second part that I have not made done committed executed or suffered any act or acts tending or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time here after shall or may be impeached charged or incumbered in any manner or way whatsoever - In Witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written -

Henry B. Mygatt  
E. Maria Mygatt

Cheaugo County of: On this twenty second day of

October 1857 before me personally came Henry B. Mygatt and E. Maria his wife above named known to me to be the same persons described in and who executed the above deed and severally acknowledged the execution of the same - And the said E. Maria on a private examination by me separate and apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion of her said husband -

Mr Tracy, Justice of the Peace,  
Recorded Oct 27, 1857 at 1 P.M.  
N. Pullet Clerk.

I know all men by these presents that I Samuel Moore of the town of Columbus County of Cheaugo and State of New York for and in consideration of the sum of Four hundred & fifty dollars to me in hand paid by Joseph Moore the receipt whereof is hereby acknowledged have granted bargained sold released and forever quit claimed and by these presents do grant bargain sell release and forever quit claim unto Joseph Moore and to his heirs and assigns forever All that certain piece or parcel of land being a part of lot No. two in the de Benbow tract lying and being in the town of Columbus in the County of Cheaugo and bounded as follows: Beginning at a stake and stakes on the south side of the turnpike road at the north east corner of land owned by Joshua Lamb thence south two degrees west two chains to a stake and stakes thence east one chain and twenty five links to a stake and stakes thence north two degrees east one chain thence west along the south side of the said turnpike road one chain and twenty five links to the place of beginning containing one fourth part of an acre of land - To have and to hold the said premises with all the improvements and appurtenances thereto belonging - In testimony whereof I have hereunto set my hand and seal this 27th day of October in the year of our Lord one thousand eight hundred and fifty and -

Samuel Moore  
Cheaugo County of: On this 27th day of October in the year 1857 Samuel Moore to me known to be the person described in and who executed the foregoing conveyance personally came before me and acknowledged that he executed the same -  
W. Hubbard, Justice of the Peace -  
Recorded Oct 27, 1857 at 3 P.M.  
N. Pullet Clerk