

be in the year of our Lord one thousand eight hundred and seventeen according to the true intent and meaning of the condition of the said bond or obligation, from the said Henry Twitchings one of the parties of the first part to the party of the second part. Which mortgage was acknowledged on the day of the date thereof, before Caleb Tompkins one of the Judges of the Court of Common Pleas in and for the County of Westchester by the said Henry Twitchings and Ruth his wife, known to the said Judge to be the same persons described in, and who executed the same the said Ruth on a private examination apart from her husband before the said Judge acknowledged she executed the said mortgage freely without any fear or compulsion of her said husband. Entered the 22nd day April 1808. at 9 o'clock. A.M.

Pr. Elijah Crawford, Clk.

Westchester County, I, Peter Yerks, do acknowledge to have received of Henry Twitchings eight hundred and seventy five dollars in full demands which I have upon the above mortgaged premises and the uses due thereon AS WITNESS my hand and seal this first day of May one thousand eight hundred and nine.

Daniel DeLavan ^{his} PETER + YERKS (L.S.)
mark

Charlotte Johnston.

The preceeding is a copy of original certificate endorsed on the original mortgage of which the foregoing register is a record was acknowledged on the day of the date thereof, before Daniel DeLavan Master in Chancery by Peter Yerks known to the said Master.

Entered the 12th May 1809.

Pr. Isaac Sniffen, D. Clk.

RICHARD KIRBY, AND HIS WIFE, :
TO :
PETER YERKS, : MEMORANDUM that on the seventeenth day of April in the year of our Lord one thousand eight hundred and seven, RICHARD KIRBY, of the town of Mount Pleasant, in the County of Westchester and State of New York, and MATILDA his wife, of the first part did mortgage to PETER YERKS, of the same town, County and State aforesaid, of the second part, and to his heirs, and assigns forever, ALL that certain message or tenement piece or parcel of land, situate, lying and being in the town of MOUNT PLEASANT, aforesaid in the County of Westchester bounded as follows, viz:- BEGINNING at a cherry tree on the road and running north thirty five degrees east nine chain and seventy seven links thence south sixty four degrees east eleven chain and sixteen links to a stake at a corner of Woodland thence south fifty four degrees east fifty five links thence south eighty six degrees east fourteen chains and twenty six links thence south ten degrees east fourteen chain and seventy eight links to Thaddeus Avery's fence thence by and with said fence north seventy two degrees west thirty three chains and forty five links to the corner of Abraham Van Tassels garden thence north twenty nine degrees west along the said Garden fence one chain and eighty links thence one chain and ninety five links to the place of beginning. Containing thirty two acres be the same more or less, TOGETHER with all and singular the edifices buildings in any wise appertaining &c., PROVIDED to be void, if the said party of the first part their heirs, executors or administrators shall well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns the just

and full sum of three hundred and seventy five dollars, lawful money of the United States of America secured to be paid to the said party of the second part by one certain bond or obligation, bearing even date with the said mortgage with lawful interest for the same on or before the seventeenth day of April which will be in the year of our Lord one thousand eight hundred and seventeen according to the true intent and meaning of the condition of the said bond or obligation, from the said Richard Kirby, one of the party of the first part to the said party of the second part. Which mortgage was acknowledged on the eighteenth day of April in the year one thousand eight hundred and seven before Caleb Tompkins, one of the Judges of the Court of Common Pleas in and for the County of Westchester by the said Richard Kirby and Matilda his wife, known to the said Judge to be the same persons described in, and who executed the same the said Matilda on a private examination apart from her husband before the said Judge acknowledged she executed the said mortgage freely without any fear or compulsion of her said husband. Entered the 22nd April 1808, at 9 o'clock. A.M. The words be the same more or less, interlined in this record.

Pr. Elijah Crawford, Clk.

I do acknowledge that I the within named Peter Yerks, have received the full of the principal and interest due on the within mortgage and request that the Clerk of the County of Westchester Cancel the record of this mortgage given under my hand the 16th day of May 1809
his Test : John Hammond PETER + YERKS
Isaac Hewlett mark
Caleb Kirby.

The preceeding is a copy of the certificate endorsed on the original mortgage of which the foregoing is a record was proved on the day of the date thereof, before Caleb Tompkins First Judge of the Court of Common Pleas in and for the County of Westchester by Caleb Kirby, known to the said Judge and being duly sworn saith he saw Peter Yerks, known to him to be the person described in, and who executed the same. Entered the 18th May 1809.

Pr. Elijah Crawford, Clk.

WILLIAM YERKS, AND HIS WIFE, :
TO :
ISAAC SEE, : MEMORANDUM that on the sixteenth day of June in the year of our Lord one thousand eight hundred and seven, WILLIAM YERKS (by the name and stile of William Yerks, of the town of Mount Pleasant, in the County of Westchester and State of New York,) and CATHARINE his wife, of the first part did mortgage to ISAAC SEE of the town of Greenburgh, in the County and State aforesaid of the second part, and to his heirs, and assigns forever, ALL that certain piece or parcel of land, situate in the town of Mount Pleasant, aforesaid in the County of Westchester bounded that is to say, BEGINNING at the northwest corner of the said William Yerk's farm by the road leading to Tarrytown, and adjoining the lands of Henry Twitching thence running easterly with said road to land late in the possession of James Yerks, deceased thence southerly and easterly with said James Yerks's land to a corner thence again southerly with said James Yerks's land to a stake on a hill thence southwesterly across said William Yerks's farm to the land of said Twitching so as to include on the north side

of said last mentioned course eight acres of land adjoining the aforesaid road being bounded on the westerly side by said Twitchings land. TOGETHER with all and singular the edifices buildings rights members privileges hereditaments and appurtenances thereunto belonging or in any wise appertaining &c., PROVIDED TO BE VOID, if the said party of the first part their heirs, executors or administrators shall well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns the just and full sum of two hundred dollars lawful money of the United States of America with lawful interest for the same on or before the sixteenth day of June which will be in the year of our Lord one thousand eight hundred and eight, secured to be paid to the said party of the second part by one certain bond or obligation, bearing even date with the said mortgage according to the true intent and meaning of the condition of the said bond from the said William Yerks, to the said party of the second part. Which mortgage was acknowledged on the day of the date thereof, before Caleb Tompkins one of the Judges of the Court of Common Pleas in and for the County of Westchester by the said William Yerks, and Catharine his wife, known to the said Judge to be the same persons described in and who executed the same. The said Catharine on a private examination apart from her husband before the said Judge acknowledged she executed the said mortgage freely without any fear or compulsion of her said husband. Entered the 25 April at 6 o'clock A.M. 1808. The word buildings intered in this record

Pr. Elijah Crawford, Clk.

I, Isaac See, the mortgagee within named do certify that the within mortgage is redeemed paid off and fully discharged and request the same may be cancelled on record given under my hand the 23 day of May 1811.
Witness present
Aaron Vark.
Caleb Tompkins.
The preceding a copy of a certificate endorsed on the original mortgage of which the foregoing is a record was acknowledged on the day of the date thereof, before Caleb Tompkins, first Judge of the Court of Common Pleas in and for the County of Westchester by Isaac See, known to the said Judge to be the person described in, and who executed the same.
Entered the 1st day of June 1811.

Pr. Elijah Crawford, Clk.

WYX SEELY :
TO :
THOMAS COMSTALK, : TO ALL PEOPLE TO WHOM THESE PRESENTS
SHALL COME GREETING I, WYX SEELY the mortgage- within named send GREETING KNOW YE, that I, WYX SEELY for and in consideration of the sum of one thousand one hundred and twenty eight dollars to me in hand paid by THOMAS COMSTALK, of New Canaan in the County of Fairfield, and State of Connecticut, have granted, bargained, transferred and set over and by these presents do grant, bargain, sell transfer and set over unto the said Thomas Comstalk, and to his heirs, and assigns forever, ALL my estate right title claim and demand whatsoever of in and to the within mortgage and all the monies due and to grow due thereon, and also to the premises therein contained and I the said Wyx Seely hereby for myself my heirs, and assigns covenant and agree to and with the said Thomas Comstalk, his heirs, and assigns forever, that I have not nor will receive the said monies due on the said mortgage and bond or

obligation therein mentioned or any part thereof, nor will release or discharge the same or any part thereof, and will own and allow of all lawful proceeding for the recovery thereof, but nevertheless such proceedings to be at the costs and charges of the aforesaid Thomas Comstalk, IN WITNESS WHEREOF I the said Wyx Seely have hereunto set my hand and seal this eighteenth day of April one thousand eight hundred and eight.

Scaled and delivered in presence of-

William Fansher, Nancy Seely.

WYX SEELY

(L.S.)

Be it rememred that on the eighteenth day of April in the year of our Lord one thousand eight hundred and eight, before me William Fansher, one of the Judges of the Court of Common Pleas in and for the County of Westchester personally appeared Wyx Seely he being known to me to be the same person described in the above assignment and who executed the same who acknowledged that he executed the above assignment as his own free act and deed for the use therein mentioned I have examined the same and find no material mistake or interlineation do allow it to be recorded.

William Fansher.

A true copy of the original Assignment indorsed on the original Mortgage entered in this book page 81. Taken and entered the 27th April 1808.

Pr. Isaac Sniffen, D. Clk.

New Canaan May the 31st 1815, received of Nathan Olmsted and others, the full contents of the within mortgage and bond by me.

David Hobby.

NATHAN S. COMSTOCK, executor of the

Isaac Arnold.

last will and testament of Thomas Comstock late of New Canaan deceased.

The preceeding a copy of a certificate or receipt endorsed on the original mortgage of which the foregoing registry is a record was proved on the 1st day of June 1815 before Aaron Read one of the Judges of the Court of Common Pleas in and for the County of Westchester by David Hobby, who swore before the said Judge that he was acquainted with Nathaniel Comstock and saw him execute the said certificate and acknowledged the same and that he and Isaac Arnold became witnesses to the same the said witness was known to the said Judge.

Entered the 7th June 1815.

Pr. Isaac Sniffen, D. Clk.