

the same in fee simple and out of the monies arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation, according to the condition thereof, together with all the costs and charges of advertisement and sale of the same rendering the overplus of the purchase monies (if any there shall be) unto the said Benjamin Brewster one of the said parties of the first part his heirs, executors, administrators or assigns which sale so to be made shall forever be a perpetual bar both in law and equity against the said parties of the first part their heirs, and assigns and all persons claiming the same under him or them of in and to the before mentioned premises and every part and parcel thereof, AND the said mortgage was acknowledged on the day of the date thereof, before Aaron Ward, Master in Chancery by Benjamin Brewster and Mary his wife, known to the said Master, the said Mary was privately examined by the said Master apart from her husband confessed she executed the same without any fear or compulsion of him.

Entered the 19th July 1817, at 12 o'clock Noon.

Pr. Elijah Crawford, Clk.

A certificate of satisfaction dated the --- was executed by Caleb Willis, Senior Trustees of the above named Society and mortgagee, witnessed by R.R. Voris, & Edward Kemeys was endorsed on the original mortgage and duly acknowledged on the 16th day of June 1829, before Edward Kemeys one of the Judges of the Court of Common Pleas in and for the County of Westchester.

Entered the 15th day of July 1829.

N. Bayles, Clk.

HARMAH YERKS, & WIFE, : A part released See Lib. 92 of Deeds page 208.

TO :

DENNIS VALENTINE, : MEMORANDUM that on the twenty third day of July in the year of our Lord one thousand eight hundred and seventeen, HARMAH YERKS, of the Town of New Castle, County of Westchester, & State of New York, & SUSANNAH, his wife, of the first part did mortgage to DENNIS VALENTINE of the Town of Westchester, County and State aforesaid, of the second part, and to his heirs, and assigns forever, ALL that certain farm of land, situate, lying and being in the Town of NEW CASTLE, in the County of Westchester, and State aforesaid, lately in the occupation and possession of James Sypher, which said farm of land is bounded as follows, to wit: First part thereof, the said farm consisting of two parts or lots of land bounded on the north by the lands of Robert Dodge and John Smith's Mill pond on the west by the lands of Robert Dodge, and Samuel Worshburn, on the east by John Smith's land on the south by the land lately in possession of Sherwood Thorn, The second lot is bounded on the west by the road leading from Ednes Bridge to the White Plains on the south by the land of Sherwood Thorn, and on the north and east by the lands of John Smith

containing together fifty acres as the same was occupied by the said James Sypher be the same more or less. TOGETHER with all and singular the edifices, buildings, rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining &c. PROVIDED TO BE VOID, if the said party of the first part his 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 sum of three hundred and ten dollars lawful money of the United States of America, with legal interest on or before the twenty third day of July one thousand eight hundred & eighteen, according to the condition of one certain bond or obligation, bearing even date with said mortgage from the said Harmah Yerks, of the first part to the said party of the second part. Which mortgage contains a power in the words following to wit: AND it is hereby mutually covenanted and agreed by and between the parties to these presents that if default shall be made in the payment of the said sum of money mentioned in the condition of the said bond or obligation, and the interest which shall accrue thereon or of any part thereof, at the time specified for the payment thereof, according to the tenor and effect of the condition of the said bond or obligation, that then and from thenceforth it shall be lawful for the said party of the second part his heirs, executors administrators and assigns to enter into and upon all and singular the premises hereby granted or intended so to be and to grant, bargain, sell and dispose of the same, and all benefit and equity of redemption of the said parties of the first part their heirs, executors, administrators or assigns therein at public auction according to the act of the Legislature in such case made and provided AND to make, seal, execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds of conveyance in the law for the same in fee simple, and out of the monies arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, according to the condition thereof. TOGETHER with all the costs and charges of advertisement and sale of the same, rendering the overplus of the purchase monies (if any there shall be) unto the said Harmah Yerks, of the first part his heirs, executors, administrators or assigns which sale so to be made shall forever be a perpetual bar both in law and equity against the said parties of the first part their heirs, and assigns and all persons claiming the same under him or them of in and to the before mentioned premises and every part and parcel thereof. AND the said mortgage was acknowledged on the day of the date thereof, before Isaac Requa, one of the Judges of the Court of Common Pleas in and for the County of Westchester by HarmaH Yerks and Susannah his wife, known to the said Judge. The said Susannah was privately examined by the said Judge apart from her husband confessed she executed the same without fear or compulsion of her said husband.

Entered the 26th July 1817, at 9 o'clock A.M.

Pr. Elijah Crawford, Clk.