

John Smith Jr.

Frank M. Davin, Sr. } Agreement made and entered into
 their second day of January eighteen hundred and twenty
 four. Between John Smith, Sr. of the Village of Peekskill Co-
 unty of Westchester and State of New York and Frank M. Davin
 and Henry P. Davin of the same place Parties of the second
 Part Whereas the Party of the first Part
 and the Parties of the second Part have this day pur-
 chased Premiums entered in the Village of Peekskill for
 said of Robert M. Lord Refers in an action to foreclose
 a mortgage by The Peekskill Savings Bank against said
 and others and known as the Strague Debt and the
 said Parties having agreed to and having divided said
 Purchase Equally and having taken separate bills from
 said Refers and it appearing there are two rights of way
 or crossings to said rock premises from North Water street
 one of which the fee of which was formerly in the hands
 one of which rights of way or crossings in said land and
 the tracks of the New York Central and Hudson River Rail-
 Road Company known as the Upper crossing and the other
 as Lower Crossing and it appearing that said rights of way
 have been used by the aforesaid owners of said rock for
 over fifty years past freely and unobstructedly for their
 own use and purposes as indicated by the Rail Road
 Crossing but it also appearing that said rights of way have
 never been accurately defined as to their extent except by
 now Now this Agreement Whereas that the Parties hereto
 mutually grant and convey each to the other a free and unob-
 structed right of way in so far as the same affects the
 respective premises owned by them from said Upper cross-
 ing to said Lower crossing which said right of way is to be
 of the width of fifteen feet measured from the West eastern
 line of the New York Central and Hudson River Rail Road
 To have and to hold the same and to be used by them
 the said Owners thereof their heirs and assigns for the use
 and purposes of said rock and Refers Whereas the Parties
 hereto have hereunto set their hands and seals the day
 and date first above written.

In Presence of } John Smith Jr. (2)
 Frank M. Davin (2)

Henry P. Davin (2)

State of New York County of Westchester ss. On this 25
 day of Jan in the year eighteen hundred and twenty
 four before me personally came John Smith Jr. Frank
 M. Davin and Henry P. Davin to me severally personally
 known and known to me to be the individuals described
 in and who executed the foregoing instrument and they
 duly solemnly acknowledged to me that they executed the same
 Lemuel P. Ormrod, Notary Public

A True Copy of the Original Agreement and Acknowledg-
 ment thereof recorded, Jan'y 27 1894 at 9 AM
 Wm. Sprague Register

Wilsey Yorks

Richard Durney } This Indenture made the twenty
 fourth day of January in the year eighteen hundred
 and twenty four. Between Wilsey Yorks of the Town
 of Mount Pleasant County of Westchester and State of
 New York Party of the first Part and Richard Dur-
 ney of the same place Party of the second Part Wit-
 nessed that the said Party of the first Part in con-
 sideration of One hundred and fifty dollars lawful
 money of the United States paid by the Party of the
 second Part do hereby grant and release unto the said
 Party of the second Part his heirs and assigns for
 ever All those certain lots pieces or parcels of land
 situated lying and being in the Village of Pleasantville in
 the County of Westchester and State of New York contain-
 ing at a Point on the Eastern side of Grant street a
 square lot at the South Westerly corner of the land
 heretofore conveyed by Ephraim Lane and Nahala his
 Wife to Charles Boice and naming thence easterly along
 the land of said Boice twenty seven feet and six inches
 thence Northerly along the land of Ephraim Lane fifty
 two feet and three inches thence Westerly and still along
 said Lane land One hundred and thirty one feet and
 ten inches to the Easterly line of Grant street and thence
 Southerly along the Easterly line of Grant street fifty feet
 to the Point or place of beginning and being lots numbered

3 three and 4 four on a private map entitled lands of Ep-
 main Lane laid out August 7th 1791 by L. F. Bee be the
 said numerous more or less and being the same premises
 conveyed by Ephraim Lane and wife by a dated May 24
 1792 and recorded in the office of the Register of Westchester
 County in Liber 1301 of Deeds page 126 January 21 1793. To-
 gether with the appurtenances and all the estate and rights of
 the party of the first part in and to said premises. To
 have and to hold the above granted premises unto the said
 party of the second part his heirs and assigns forever. And
 the said Willey Jones party of the first part both con-
 sent with said party of the second part as follows. First
 that the said party of the first part is seized of the said
 premises in fee simple and has good right to convey the
 same second that the party of the second part shall
 quietly enjoy the said premises. Third that the said ex-
 ceptions are free from incumbrances. Fourth that the party of the
 first part will execute or procure any further assurance
 of the title to said premises. Fifth that the said
 party of the first part will forever warrant the title to said
 premises. In witness whereof the said party of the first
 part hath hereunto set his hand and seal the day and
 year first above written.

In Presence of
 Chas. N. Hall

Willey Jones

State of New York Town of Mount Pleasant County of West-
 chester. On this twenty fourth day of January in the
 year eighteen hundred and ninety four before me personally
 came Willey Jones to me known and known to me
 to be the individual described in and who executed the
 foregoing instrument and acknowledged that he executed
 the same.

Charles N. Hall Justice of the Peace

A True Copy of the Original Deed and Acknowledgment
 thereof recorded Jan'y 27 1894 at p. 40 and

Wm. J. G. Register

John J. Bannan

John Frazell

This Indenture made the Fourth day of
 January in the year eighteen hundred and ninety four

John J. Bannan unmarried of the City County
 and State of New York party of the first part and John
 Frazell of the same place party of the second part
 witness that the said party of the first part in
 consideration of Three hundred Dollars lawful money of
 the United States paid by the party of the second part
 both hereby grant and release unto the said party of
 the second part his heirs and assigns forever all that
 certain lot of land situate in the City of York County
 of Westchester and State of New York shown on a certain
 map entitled map of Benjamin Maus Knight in the four-
 th Ward of the City of York property of E. W. Car-
 roll George D. Hallerith City surveyor dated Oct 26 1891
 filed in the Office of the Register of the County of West-
 chester Nov 19 1891 as lot number Three (3) bounded
 as follows Beginning at a Conitor on the Western side of Pal-
 mer Avenue distant One hundred and twenty seven feet and
 eighty eight One hundredths of a foot (177 ⁸⁸/₁₀₀) Running from
 the North Westerly corner of Palmer and Post Field Avenue
 running thence Westerly along lot number five (5) on said map
 twenty five feet and fifteen One hundredths of a foot (25 ¹⁵/₁₀₀)
 thence Southerly along lot number sixty six (66) on said map
 twenty five (25) feet thence Easterly along lot number one
 on said map twenty feet and fifty nine One hundredths
 of a foot (20 ⁵⁹/₁₀₀) to the Westerly side of Palmer Avenue
 and thence Northerly along the Westerly side of Palmer Avenue
 twenty five feet and forty two one hundredths of a
 foot (25 ⁴²/₁₀₀) to the place of beginning. Together with
 the appurtenances and all the estate and rights of the
 party of the first part in and to said premises. To
 have and to hold the above granted premises unto the
 said party of the second part his heirs and assigns fore-
 ever subject however to all taxes and assessments levied
 2 1891. And the said John J. Bannan party of the first
 part doth consent with the said party of the second
 part as follows First that John J. Bannan the party of
 the first part is seized of the said premises in fee
 simple and hath good right to convey the same subject
 as a fee. Second that the party of the second part shall
 quietly enjoy the said premises. Third that the said