

LAND SALE DOCUMENTS RELATING TO VARIOUS JONES FAMILIES

transcribed May 2005

by

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Stillwater, Minnesota

**Sale of One-Hundred-Forty-Six Acres Abutting
Lot # 1 in Great Lot #3 of the Hardenburgh Patent
to Solomon Jones by Richard and Sarah Jones – 6 May 1811**

**Sale of Lot #17 in Great Lot #39 of the Hardenburgh Patent
to Richard Jones by Abraham Schultz – 19 Sep 1839**

**Sale of One-quarter of Lot #18 in Great Lot #39 of the Hardenburgh Patent
to Richard Jones by Samuel and Jane Mills – 25 Apr 1842**

**Sale of One-quarter of Lot #18 in Great Lot #39 of the Hardenburgh Patent
to Richard M. Jones by Robert Jones – 6 Feb 1832**

**Sale of Part of Lot #311 in Great Lot #42 of the Hardenburgh Patent
to John Persen by Benjamin and Diannah Jones – 18 Feb 1796**

**Sale of Southerly Half of Lot #18 in Great Lot #39 of Hardenburgh Patent
to John Jones by Cornelia VerPlanck Caines – 29 July 1803**

**Sale of Northeasterly Half of Lot #15 in Great Lot #39 of the Hardenburgh Patent
to John Jones by William and Maria Allen – 13 Aug 1822**

Jonathan and Owen Jones – Sale of Albany/Otsego/Delaware County Land - 1795

**Sale of One-Hundred-Forty-Six Acres Abutting
Lot # 1 in Great Lot #3 of the Hardenburgh Patent
to Solomon Jones by Richard and Sarah Jones – 6 May 1811**

This Indenture made the sixth day of May in the year of our Lord one thousand eight hundred and eleven Between Richard Jones of the town of Hancock, County of Delaware and State of New York of the first part and Solomon Jones of Hancock in the County of Delaware and State of New York yeoman of the other part, Witnesseth that the said party of the first part for and in consideration of the same (sic) of three hundred dollars to him in hand paid, and five hundred dollars to be paid at the expiration of twelve months after the date hereof by the said party of the second part, hath granted bargained sold aliened, released and conveyed and confirmed, and by these presents doth grant bargain bargain (sic) sell alien, release convey and confirm unto the said party of the second part and to his heirs and assigns forever all that certain tract or parcel of land situate at Shandaken in the town of Hancock in the County of Delaware and State of New York lying in great Lot No. 3 in the subdivision of the Hardenbergh Patent, Beginning at the northwest corner of Lot No 1 a butternut cornered and marked 1.2 standing on the easterly bank of the river and runs from thence along the bounds of No 1 South Seventy degrees and thirty minutes east Seventy chains Thence North nineteen degrees and thirty minutes east twenty chains, thence north Seventy degrees and thirty minutes west seventy six chains to the Pepakunk River a stake eighty links northwest from a butternut cornered and marked 23 standing on the easterly bank of the river, thence down the same as it wends and turns to the place of beginning containing one hundred and forty six acres, together with all and Singular the rights members, hereditaments and appurtenances to the said hereby granted premises belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits of the same, and all the estate right title interest property possession claim and demand whatsoever both in law and equity of him the said party of the first part of in or to the said premises herein before particularly described with the appurtenance and part and parcel of the same unto the said Solomon Jones his heirs and assigns to the only proper use benefit and behoof of him the said Solomon Jones his heirs and assigns forever. To have and to hold the said tract or parcel of land and premises with the appurtenances and every part and parcel thereof to the said Solomon Jones his heirs and assigns to the only proper use benefit and behoof of the said Solomon Jones his heirs and assigns forever and the said Richard Jones for himself his heirs Executors and administrators doth covenant and grant to and with the said Solomon Jones his heirs and assigns and every of them forever by these presents in manner and form following that is to say that the said Richard Jones now is Lawfully and rightfully seized in his own right of a good sure and feasible estate of inheritance in fee Simple of and in the above described premises with the appurtenances without any manner of condition limitation of use or uses or other matter cause or thing to alter change or make void the same and also that the said Richard Jones now hath good right full power and lawful (*auth?*) to grant release and convey all and singular the premises herein before Described and intended to be hereby granted and released and every part and parcel thereof with the appurtenances unto the said Solomon Jones his heirs and assigns to the only proper use and behoof of the said Solomon Jones his heirs and assigns forever and the said Richard Jones and his heirs unto the said premises with the appurtenances unto the said Solomon Jones his heirs and assigns against him the said Richard Jones and his heirs and against all and every other person or persons lawfully claiming the same from by or under him or any other person or persons, lawfully claiming the same from by or under him or any other person or persons, whomsoever shall and will Warrant and by these presents forever Defend. In Witness Whereof the said party to these presents hath hereunto interchangeably set his hand & seal in the day & year first above Written.

The word covenant in the twenty sixth line in the lined before
Signed the word sure in the twenty eighth line interlined and
the word and in the twenty sixth line and the word or make
in the thirtieth line from the top erased before signed

Richard Jones (L S)
her
Sarah X Jones (L S)
mark

David Jones
Richard Monecrafte

Delaware County SS

I certify on the 4th day of June 1812 Before me appeared David Jones to me known and being Duly sworn Saith he saw Richard Jones and Sarah his wife Execute the within Written Instrument for the purposes therein mentioned and that Richard Monecraft and himself subscribed the same as Witnesses. I being satisfied and finding therein no material Erasures or interlination Except what is noted do admit the same to be Recorded.

Gabriel North one of
the Judges of Delaware County

Recorded this 5th day of June 1812 at 12 oclock noon G H Edgerton Dep Clk

Delaware County New York Deedbooks 1804-1812, Volume C, pages 417-419 LDS microfilm reel #557785

**Sale of Lot #17 in Great Lot #39 of the Hardenburgh Patent
to Richard Jones by Abraham Schultz – 19 Sep 1839**

This Indenture made the nineteenth day of September one thousand Eight hundred and thirty nine Between Abraham J. Schultz of the town of Wawarsing of the County of Ulster and State of New York of the first part and Richard Jones of the town of Middletown and Delaware County and State foresaid of the second part

Witnesseth that the party of the first part in consideration of Four Hundred Dollars to him duly paid hath Sold and by these presents Doth grant and convey to the Said party of the Second part all that certain lot piece or parcel of land Situated in the town of Middletown in the County of Delaware and State aforesaid being lot No 17. in the Southerly half of Great lot No. 39 in the Hardenburgh patent and bounded as follows

Beginning at the South Easterly Corner of lot No 16, and from there along at he Southerly line of the patent (or great lot) 40 chains to a hemlock tree marked and number 17 & 24. Standing in a Valley on lowest ground thence along a line of marked trees N 33 degrees 40 chains to a hemlock tree on a ledge of rocks marked with 4 long blazes and 3 notches over Each blaze thence N 56 degrees 30 minutes W 40 chains to the North Easterly corner of lot N 16 thence in the line between N 16 & 17 to the place of beginning containing One hundred and Sixty acres of land more or less with the appurtenances and all the Estate title and interest of the Said party of the first part therein and the Said party of the first part doth hereby covenant and agree to and with the Said party of the Second part that the above granted premises in the quiet and peaceable possession of the Said party of the Second part his heirs and assign against Every person whomsoever he will Warrant and forever Defend In Witness whereof the Said party of the first part hath herewith Set his hand and Seal the day and year above written.

Signed Sealed and Delivered in presence of	}	Abraham J Schultz	(LS)
L Hanford	}	Mary Schultz	(LS)

Ulster County SS On the Nineteenth day of September in the year one thousand Eight hundred and thirty nine before me came Abraham J. Schultz and Mary his wife to me known to be the persons described in and who Executed the within conveyance and acknowledged that they Executed the Same and the Said Mary on a private Examination apart from her husband acknowledged that She Executed the Same freely and without any fear or compulsion of her Said husband.

L Hanford Comr. of Deeds

State of New York

Ulster County SS I George H. Gay Clerk of the County of Ulster do hereby certify that L. Hanford whose name is Subscribed to the Certificate of the proof or acknowledgement of the annexed Instrument and thereon written was at the time of taking such proof or acknowledgement a Commissioner of Deed in and for the County aforesaid dwelling in Said County Commissioned and Sworn and duly authorized to take the Same and further that I am well acquainted with the hand writing of Such Commissioner and Verily believe that the Signature to the Said Certificate of proof or acknowledgement is genuine.

In testimony whereof I have hereunto Set my hand and affixed the Seal of the Said County the ninth day of June 1841.

George H. Gay Clerk

Recorded March 5 1843 12 at noon C B Sheldon Clerk

**Sale of One-quarter of Lot #18 in Great Lot #39 of the Hardenburgh Patent
to Richard Jones by Samuel and Jane Mills – 25 Apr 1842**

This Indenture made the Twenty fifth day of April in the year of our Lord one thousand Eight hundred and forty two Between Samuel Mills of the town of Middletown in the County of Delaware and State of New York and Jane his wife of the first part, and Richard M. Jones of Andes in Said County and State foresaid of the Second part Witnesseth that the Said parties of the first part in consideration of the Sum of Seven hundred Dollars Current money of the United States of America to them in hand paid by the Said party of the Second part the receipt whereof is hereby confessed and acknowledged have bargained Sold remise and Quit claimed and by these presents Do Bargain Sell remise and Quit Claim (*Rents?*) the Said party of the Second part in his actual possession now being and to his heirs and assigns forever all that certain piece or parcel of land Situated in the Southerly half of the thirty ninth Division of the Hardenburgh patent known and distinguished as the Equal one quarter part of farm lot Number Eighteen in the Subdivision thereof of which John Jones Died Seised Bounded as follows viz: Beginning at a Stake and Stones in the northerly line of Said lot Number Eighteen Twenty chains from the Northwest corner thereof and running thence along Said line South fifty Seven degrees East Ten chains to a Stake and Stones thence South thirty three degrees west through Said lot to a Stake and Stones in the Southerly line thereof thence along Said line north fifty Seven degrees west Ten chains to a Stake and Stones therein north thirty three degrees East through the middle of Said lot to the place of beginning containing forty acres of land more or less being the Same land Quit claimed to Said Samuel Mills by James H. Merdock & Mary Merdock his wife and others dated 25 of October 1828

Together with all and Singular the hereditaments and appurtenances therewith belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the Estate rights title interest claim or demand whatsoever of the Said parties of the first part Either in law or Equity of in and to the above bargained premises and Every part and parcel thereof to the Said party of the Second part his heirs and assigns to the Sole and only proper use benefit and behoof of the Said party of the Second part his heirs and assigns Forever

In witness whereof the Said parties of the first part have hereunto Set their hands and Seals the day and year first above written.

Signed Sealed and Delivered in the presence of	}	Samuel Mills	(LS)
W. Dimmick	James H. Mills	}	her
		Jane X Mills	(LS)
			mark

State of New York
Delaware County SS

Be it remembered that on the 25th day of April in the Year 1842 Before me came Samuel Mills and Jane his wife known to me to be the persons described in and who have Executed the within Deed and they Severally acknowledged that they Severally Signed Sealed and delivered the Said deed for the purposes and uses therein mentioned and the Said Jane being Examined by me privately and apart from her husband acknowledged that She had Executed the Said deed freely without any fear or compulsion of his husband.

Warren Dimmick Comr. Of Deeds

Recorded April 5th 1843. 12 at noon C B Sheldon Clerk

**Sale of One-quarter of Lot #18 in Great Lot #39 of the Hardenburgh Patent
to Richard M. Jones by Robert Jones – 6 Feb 1832**

This Indenture made this Sixth day of February in the year of our Lord one thousand one thousand (sic) Eight hundred and thirty two Between Robert Jones of the town of Andes County of Delaware and State of New York of the first part and Richard M. Jones of the Same place of the Second part

Witnesseth that the said party of the first part for and in consideration of the Sum of Two hundred Dollars of lawful money of New York to him in hand paid at and before the Ensealing and delivery of these presents by the said party of the Second part the receipt whereof is hereby acknowledged and the said party of the Second part there from acquitted and discharged have granted bargained and sold remised released and quit claimed and by these presents do grant bargain sell remise release and quit claim unto the said party of the Second part in his actual possession now being and to his heirs and assigns forever. All that certain piece or parcel of land Situate in the Southerly part of the thirty-ninth division of the Hardenbergh Patent, known and distinguished as the equal one quarter part of farm lot Number Eighteen in Subdivision thirty of which John Jones died Seized. Bounded as follows viz: Beginning at the Southwest corner of said Lot Number Eighteen and running thence along the westerly line of the Same north thirty three degrees east forty chains to the northwest corner thence thence (sic) South fifty seven degrees East along the northerly line of Said Lot ten chains to a Stake and Stones thence South thirty three degrees west through Said Lot to a Stake and Stones in the Southerly line thereof thence north fifty Seven degrees west along Said line ten chains to the place of Beginning Containing forty acres of land more or less. Together with all and Singular the (*Messuages?*) buildings privileges profits hereditaments and appurtenances to the Same belonging or in any wise appertaining and the reversion and reversions - remainder and remainders - rents issues and profits thereof and also all the estate right title interest property claim and demand whatsoever of the Said party of the first part of in or to the Same. To have and to hold all and Singular the Said land and premises with the appurtenances unto the Said party of the Second part his heirs and assigns and to his and their only use and behoof forever and the Said Robert Jones does hereby for himself his heirs executors and administrators covenant and agree to and with the Said party of the Second part his heirs and assigns as follows to wit: that the Said party of the Second part Shall and may at all times hereafter quietly and peaceably have and hold and enjoy the said premises with the appurtenances without the (*lett sait?*) or molestation of the Said party of the first part his heirs and assigns or any person or persons claiming or to claim the Same from by or under him. In witness whereof the Said party of the first part has Set his hand and Seal the day and year first above written.

Sealed and delivered in presents of
Charles Barlow

his
Robert X Jones (LS)
mark

State of New York }
Delaware County SS }

Be it remembered that on this the 6th day of February in the Year One thousand Eight hundred and thirty two Before me Warren Dimmick one of the Commissioner of Deeds (*H?*) in and for the County aforesaid personally appeared the within named Robert Jones personally known to me as the Same person described in and who executed the within Deed and he acknowledged that he Signed Sealed and delivered the Same for the Use and purpose therein mentioned and on inspection I find no material alterations. I do therefore allow the same to be recorded.

Warren Dimmick (*Coms H?*)

Recorded February 7 1832 2 P.M. C B Sheldon Clerk

**Sale of Part of Lot #311 in Great Lot #42 of the Hardenburgh Patent
to John Persen by Benjamin and Diannah Jones – 18 Feb 1796**

This Indenture made this Eighteenth day of February in the year of our Lord one thousand seven hundred and ninety six between Benjamin Jones of the Town of Stamford of the County of Ulster and State of Newyork (sic) of the one part & John Persen of the town of Stamford aforesaid of the other part Witnesseth that the said Benjamin Jones for and in consideration of the sum of fifty pounds Current money of the state of Newyork (sic) to him in hand paid by the said John Persen at and before the Ensealing of these prints the Receipt whereof is hereby Acknowledged hath granted bargained sold aliened released conveyed and confirmed and By these presents doth grant bargain sell alien release convey and Confirm unto the said John Person (now in his actual possession) and to his heirs and assigns forever: All that certain Lot or parcel of land Situate lying and being in the Hardenbergh Pattent (sic) in great Lot Number forty two & is distinguished in the division of of (sic) said Lot by Lot number three hundred and Eleven _ That is to say Four acres of land lying in the westrly (sic) part of Lot No 311 lying on the Mill brook including the Stream and having the present Gristmill in the Centre of it & to be laid out in a square the lines or boundaries runing (sic) due South _ North _ East and West And likewise the north Eaqual (sic) half of the remaining Part of said Lot No 311 which is to be divided by a Line drawn from East to West through the middle of said Lot Parallel to the South and North boundaries thereof Containing by estimation fifty Acres be the same more or Less Together with all the Rights members Hereditaments and Appurtenances thereunto belonging or in anywise Appertaining and the Reversion & reversions Remainder and Remainders Rents Issues and profits of the same and all the right Title interest property Possession Claim and demand whatsoever of the said Jones of in or to the said above described half lot of land and four Acres with premises and every part and parcel thereof excepting and reserving all ores mines and minerals with free ingress egress and regress thereunto with full Liberty to dig for search and turn up the ground and carry away the said Ores and minerals _ To have and to Hold the said half Lot & four Acres of Land and premises with the Appurtenances and every part and parcel thereof to the said John Persen his Heirs and Assigns to the only proper use and behoof of said Parcel his heirs and assigns forever (Excepting and reserving as aforesaid) And the said Benjamin Jones and his Heirs the said Fifty four Acres of Land with Appurtenances unto the said John Persen his Heirs and Assigns against the said Jones and his heirs and assigns and against all and every other person and persons whatsoever doth Warrant and forever defend by these presents In Witness whereof the said Benjamin Jones & Diannah Jones his lawful wife hath hereunto set their hand and seals the day & year first above written.

Sealed and delivered in presence of	}	Benjamin Jones (L S)
	}	her
John Moore	}	Diannah X Jones (L S)
Benjn Hall	}	mark

State of Newyork (sic) }
Delaware County }

Be it remembered that on the twenty third day of February in the year of our Lord one thousand seven hundred and ninety eight personally came before me Joshua H. Brett Judge of the Court of Common Pleas for the County of Delaware, John Moore Esq. one of the subscribing Witnesses to the within Instrument who being duly sworn Saith that he saw Benjamin Jones sign Seal and deliver the within Instrument as his free voluntary Act and Deed for the uses and purposes therein mentioned also that he saw Deborah Jones Sign Seal and deliver this same Instrument as her free voluntary Act & Deed for the Uses therein mentioned and further that the said John Moore Esq. and Benjamin Hall signed this Instrument as witnesses at the same time and in the presents of Each other and further saith that he is personally acquainted with the said Benjamin Jones and Deborah Jones deceased and is Satisfied that they are the same Benjamin Jones and Deborah Jones described in and who have executed this Instrument. I certify that I am personally acquainted with the said John Moore and having examined this Instrument and finding no material alterations therein do allow it to be recorded.

Joshua H. Brett

Recorded the 17th of April 1801 Ebenezer Foote Clerk

**Sale of Southerly Half of Lot #18 in Great Lot #39 of Hardenburgh Patent
to John Jones by Cornelia VerPlanck Caines – 29 July 1803**

This Indenture made the twenty ninth day of July in the Year of our Lord one thousand one thousand (sic) Eight hundred and three Between Cornelia Caines / late Cornelia VerPlank / of the City of New York executrix by and with the approbation and consent of George Caines her husband signified by his sealing and delivery hereof And John Johnston of the County of Dutchess and State of New York Esquire Executor of the last will and testament of Gulian Verplanck late of the City and state of New York Esquire deceased of the first part and John Jones of Middletown in the County of Delaware and state of aforesaid farmer of the second part

Witnesseth that the said parties of the first part for and in consideration of the sum of One hundred and sixty dollars of lawful money of the state of New York to them in hand paid at or before the ensealing and delivery of these presents by the said party of the second part the receipt whereof is hereby confessed and acknowledged Have granted bargained sold aliened revised released conveyed assured enfeoffed and confirmed and by these presents do grant bargain sell alien remise release convey assure enfeoff and confirm fully truly and absolutely unto the said party of the second part and to his heirs and assigns forever All that southerly half of a certain farm or lot of land situate in Middletown aforesaid and is known and distinguished on a map and survey made by the said Jehu Burr for the said Gulian Verplanck Esquire in his lifetime, of part of great lot No. 39 in the Hardenburgh patent by lot No. 18 and is now in possession of and occupied by the said John Jones in Virtue of an agreement made by him with the said Gulian Verplanck Esquire which said half lot hereby intended to be granted is bounded as follows to wit: Beginning at a stake and stones in the line between said lot number 18 and lot number 15 near a brook and runs thence / (??) the magnetic needle pointed the 16th of April A.D. 1803 / S. 33 degrees W. 20 chains to a beach tree cornered and marked 15.16.17.18 thence S. 57 degrees East 40 chains to a hemlock tree cornered and numbered 17.18.23.24 thence N. 33 degrees E. 20 chains to an Ironwood standing in the line between said lot number 18. and lot number 23. and marked three blazes and three hacks over each blaze thence on a straight line to the place of beginning containing by estimation eighty acres of land be the same more or less. Together with all and singular the appurtenances privileges and advantages whatsoever unto the said above mentioned and described premises in any wise appertaining or belonging and the reversion and reversions remainder and remainders rents issues and profits thereof with the appurtenances To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns for their own proper use benefit and behoof for ever And the said parties of the first part for themselves as executors aforesaid their heirs executors and administrators Do covenant promise grant and agree to and with the said party of the second part his heirs and assigns that they the said parties of the first part at the time of ensealing and delivery of these presents are as executors aforesaid lawfully seised in their own right of in and to the aforesaid described premises hereby granted and conveyed with the appurtenances as of a good sure perfect absolute and indefeasible estate of inheritance in the law in fee simple without any manner of condition to alter change determine or defeat the same And have in themselves as executors aforesaid good right-full power and lawful authority to grant bargain sell convey and release the above said described land and premises with the appurtenances unto the said party of the second part his heirs and assigns in manner aforesaid And also that he the said party of the second part his heirs and assigns shall and may from time to time and at all times and forever hereafter peaceably and quietly have hold occupy possess and enjoy the said hereby granted and bargained premises with the appurtenances And also that the parties of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title dower (*jointure?*) or interest of in or to the herein before granted premises by from or in trust for either of them shall and will at any time or times hereafter upon the reasonable request of the said party of the second part his heirs or assigns and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or pressure to be made done and executed all and every such further and other lawful and reasonable conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or his council licensed in the law shall be reasonably divined advised or required. And the said parties of the first part for themselves as executors aforesaid their heirs executors and administrators engage to warrant and by these presents for ever to Defend the above described and released premises and every part and parcel thereof. In witness whereof the said parties of the first

have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered	}	John Johnston Exr.	(L.S.)
In the presence of	}	Geo. Caines	(L.S.)
G. B. Van Ness		Cornelia Caines	(L.S.)
Gilbert Livingston			

State of New York SS

I Gilbert Livingston master in chancery do certify that on the twenty ninth day of August one thousand eight hundred and four before me came John Johnston George Caines and Cornelia his wife that I know them to be the persons described in and who executed the within deed that they acknowledged that executed said deed that the said Cornelia on being by me privately and apart from her said husband confessed that she executed said deed freely without any threats or compulsions from her said husband and that I find no erasures or interlineations therein other than those noted before execution.

Gilbert Livingston

Recorded October 2 1822 2 P.M. F. Baldwin Dep Clk

Delaware County New York Deedbooks 1813-1824, Volume F, pages 83-85 LDS microfilm reel #557786

**Sale of Northeasterly Half of Lot #15 in Great Lot #39 of the Hardenburgh Patent
to John Jones by William and Maria Allen – 13 Aug 1822**

This Indenture made the thirteenth day of August in the Year of our Lord one thousand eight hundred and twenty two Between William Allen of the County of Dutchess and Maria his wife of the first part and John Jones of the town of Middletown and County of Delaware of the second part

Witnesseth that the said party of the first part for and in consideration of the sum of seventy five dollars of lawful money of the United States of America to them in hand paid at or before the ensealing and delivery of these presents by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part his heirs executors and administrators forever released and discharged from the same by these presents Have granted bargained sold aliened released conveyed and confirmed and by these presents do grant bargain sell alien release convey and confirm unto the said party of the second part and to his heirs and assigns forever All that certain tract lot or parcel of land situate lying and being in the town of Middletown County of Delaware and state of New York being the northeasterly half of a lot known and distinguished on a map of a survey of part of great lot No. thirty nine in the Hardenburgh patent made by Jehu Burr as lot No. 15. Butted and bounded as follows

Beginning at a stake near a brook in the division line between number fifteen and No. eighteen thence running North thirty three degrees east twenty chains to a corner of the following lots 15.14.19.18. Thence south fifty seven degrees east forty chains to a corner of lots 18.19.22.23. Thence south thirty three degrees west twenty chains to an Ironwood tree in a line of 18. & 23. Thence north fifty seven degrees west forty chains to the place of Beginning containing eighty acres of land be the same more or less

Together with all and singular the tenements hereditaments and appurtenances whatsoever unto the said above mentioned and described premises in any wise appertaining or belonging and the reversion and reversions remainder and remainders rents issues and profits thereof And also all the estate right title interest dower and right of dower property possession claim and demand whatsoever as well in law as in equity of the said parties of the first part of in or to the same and every part or parcel thereof with the appurtenances

To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns to their own proper use and behoof forever And the said William Allen and Maria his wife for their heirs executors and administrators do covenant grant promise and agree to and with the said party of the second part his heirs and assigns that they the said William Allen and Maria his wife at the time of the sealing and delivery of these presents are lawfully served in their own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and have good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid And that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold occupy possess and enjoy, the above granted premises and every part thereof with the appurtenances without any let-suit trouble molestation eviction or disturbance of the said parties of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same And that the same now are free clear discharged and unincumbered of and from all other and former grants titles changes estates judgements taxes assessments and incumbrances of what nature or kind soever And also that the said parties of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the herein before granted premises by from under or in trust for them shall and will at any time or times hereinafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or pressure to be made done and executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or his counsel learned in the law shall be reasonably devised advised or required And the said William Allen and Maria his wife and their heirs the above described and hereby granted and released premises and every part thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said parties of the first part and their heirs and against all persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever Defend. In Witness whereof the parties to these presents

have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and Delivered	}			
In presence of	}	State of New York	}	William Allen (L.S.)
John Johnston	}	Dutchess County	} S.S.	Maria O. Allen (L.S.)

I John Johnston a commissioner to take the proof and acknowledgements of deed &c. for said County do certify that on the thirteenth day of August in the Year of our Lord one thousand eight hundred and twenty two personally appeared before me the within named William Allen and Maria his wife known to me to be the persons described in and who executed the within indenture and acknowledged that they sealed and delivered the same as and for their voluntary act and deed for the uses and purposes therein mentioned That I have examined the said Maria privately and apart from her said husband and she acknowledged that she executed the same freely without any fear or compulsion of her said husband and having inspected the said Indenture I find no material alterations therein but the one noted at the execution thereof.

John Johnston Commissioner

State of New York	}	
Dutchess County	}	S.S.

I Jacob Van Ness clerk of the County of Dutchess and clerk of the court of common pleas of Dutchess County do hereby certify that John Johnston before whom the annexed deed or instrument in writing was acknowledged was on the day when the said acknowledgement was made , a commissioner for said County of Dutchess and duly commissioned and sworn and as such commissioner duly authorized by the laws of said state to take the proof and acknowledgement of deeds and other instruments in writing And that I am acquainted with the handwriting of the said John Johnston and verily believe the signature “John Johnston” subscribed to the said acknowledgement is the proper hand writing of the said John Johnston In testimony whereof I have hereunto set my hand and affixed the seal of said court this sixteenth day of August One thousand eight hundred and twenty two.

Jacob Van Ness Clerk by D. V. N. Radcliff Dep. Clk.

Recorded October 2nd 1822 at 2 P.M.
H. Baldwin Dep. Clk.

Jonathan and Owen Jones – Sale of Albany/Otsego/Delaware County Land - 1795

This Indenture Tripartite made the Thirtieth Day of the Twelfth month called December in the year of our Lord one Thousand Seven Hundred and Ninety five _ Between Nicholas Waln late of the city of Philadelphia in the State of Pennsylvania Gent. now beyond sea by his attorney John Elliot Cressan of the said City Conveyancer Duly constituted and appointed and Jonathan Jones of the same place merchant of the first part (the said Nicholas Waln and Jonathan Jones being fee of fees in Trust of All and Singular the Lands, Tenements Hereditaments and Real and personal Estate whereof Mary Jones Deceased late Wharton And wife of Owen Jones of the said city Merchant and one of the parties to this Indenture was Seised of or entitled to Either in possession Remainder or Reversion as Devisee or one of the Coheireses of Thomas Wharton late of the said city Merchant Deceased or by Descent from her Sister Susannah Wharton who was also one of the Devisees and Coheireses of the said Thomas) The above named Owen Jones of the second part and James Cowles Fisher of the said City Merchant of the third part WHEREAS the said Thomas Wharton in his lifetime by Virtue of Divers good Conveyances and Assurances in the Law became Lawfully Seised in his Demesne as the Fee (inter alia) of and in two full Equal Sixth parts or Shares of and in a certain Township of Tract of Land call “Franklin Township” Situate in the then County of Albany now of Otsego and State of Newyork containing Thirty Thousand acres and allowance for Highways which said two full Equal Sixth parts or Shares of and in the Said Thirty Thousand acres and Allowance Upon a late Resurvey thereof made by William Simpson in the Month of August Anno Domini 1792 and found to amount to the Number of acres herein after mentioned and are marked and Distinguished in a General Draft of the Said Township (which is laid out into divers Lots) by Front or River Lots N° 2 and 3 and Rear Lots N° 2 and 3 being Butted Bounded and Described in manner following to wit:

_ Front or River Lot N° 2 beginning at a heap of stones a corner of Lot Marked as aforesaid. N° 3 next herein after Described and on the Edge of the Cooquaga Branch of Delaware River thence by the said Lot N° 3 crossing a Road leading from Walton to Harpersfield and Elk Creek North west twelve hundred and eleven perches to a post and stones in the line of Rear Lot marked as aforesaid N° 1 the property of Meredith and Clymer thence by the said Rear Lot N° 1 North East two hundred and thirty six perches to a post and stones a corner of Front or River Lot Marked as aforesaid N° 1 the property of the said Meredith and Clymer thence by the said Front or River Lot N° 1 South East crossing Several Branches of the said Elk Creek and the said Road thirteen hundred and sixty nine perches to three Birch trees on the Edge of the said Cooquaga Branch of Delaware River thence down the said Branch the Several Courses thereof to the place of Beginning Containing one thousand nine hundred and Sixty nine Acres one Rood and twenty five perches

_ Front or River Lot N° 3 Beginning at a heap of stones on the Edge of the said Cooquaga Branch of Delaware River a Corner of Front or River Lot Marked as aforesaid N° 4 the property of Charles and Isaac Wharton thence by the said Front or river Lot N° 4 crossing the said Road and Elk Creek and a Branch of Fall Creek North west twelve hundred and ten perches to a post and stones in the line of the said rear Lot marked as aforesaid N° 1 the property of Meredith and Clymer thence by the said rear Lot N° 1 crossing a Branch of the said Fall Creek North East two hundred and sixty perches to a post and stones a Corner of the herein before described Lot thence by the said Lot crossing the said Elk Creek and the said Road South East twelve hundred and Eleven perches to a heap of Stones the place of Beginning of the said Last described Lot on the said Cooquaga Branch of Delaware River thence down the said Branch the Several Courses thereof to the place of Beginning Containing one Thousand nine hundred and fifty three acres one Rood and thirty three perches

_ Rear Lot 2 Beginning at a post and stones a corner of Rear Lot Marked as aforesaid N° 1 the property of the said Meredith and Clymer and also in the line of the Township of Whitesborough thence North East by the said Rear Lot N° 1 crossing a path leading from the said Road from Walton to Harpersfield to a Road from Susquehannah to Catskill and a Branch of the said Fall Creek fifteen hundred and seventeen perches to a post and stones a corner of the said Rear Lot N° 1 and in the line of the Township of Gooldsborough thence North west by the said Township Line crossing the said road leading from Susquehannah to Catskill three hundred and Seventy perches to a post and stones in the line of the last mentioned Township and a corner of the lot herein next described thence South west by the said next described Lot crossing Several Branches of Oulyout Creek fifteen hundred and fifteen perches to a post and stones a corner of the said Lot herein Next described and in the line of the said Township of Whitesborough thence South East by the said Township line crossing the said road leading from Susquehannah to

Catskill three Hundred and Seventy perches to the place of Beginning Containing three Thousand five hundred and five acres and three Roods

_ Rear Lot N^o 3 Beginning at a post and stones a corner of the last described Lot and in the line of the said Township of Whitesborough thence North east by the said last described Lot crossing Several Branches of the Oulyout Creek above mentioned fifteen hundred and fifteen perches to a post and stones a corner of the last described Lot and in the line of the said Township of Gooldsborough thence North west by the said township Line three hundred and Seventy perches to a post and stones in the Line of the said Township of Gooldsborough and a Corner of rear Lot Marked as aforesaid N^o 4 the property of the said Charles and Isaac Wharton thence South west by the said Rear Lot N^o 4 crossing Several Branches of the said Oulyout Creek fifteen hundred and fifteen perches to a post and stones a Corner of the said Rear Lot N^o 4 and in the line of the said Township of Whitesborough thence South East by the said Township Line three hundred and Seventy perches to the place of Beginning containing three Thousand five hundred and three acres one Rood and thirty perches

_ The said four Lots as above described _ Comprehending the said two Sixth parts or Shares of the said thirty Thousand acres of Land and allowance contain in the whole according to the said Resurvey ten Thousand nine hundred and thirty two acres and eight perches _ Thirty three acres one Rood and twenty perches whereof being over and Above the said two Sixths parts or Shares of the said thirty Thousand acres and allowance

AND WHEREAS the said Thomas Wharton being so Seised thereof in and by his Last Will and Testament in writing bearing date the Thirteenth Day of the tenth month called October Anno Domini 1781 Duly proved and registered in Philadelphia after Sundry Devises and Requests devised to his two Nephews John and Thomas Wharton Sons of his Brother Carpenter Wharton deceased each five hundred acres of Land lying and being near the waters of Adequetanga Creek in the Government of Newyork / which said one Thousand acres are part of the above mentioned Lands / And all the Rest Residue and Remainder of his Estate real and personal he gave and devised Unto his four Daughters Hannah Wharton Mary Jones wife of the said Owen, Martha Wharton and Susannah Wharton their Respective heirs and assigns forever Equally to be Divided as Tenants in Common

AND WHEREAS the said Susannah Wharton Died Intestate and without Issue Whereupon her one full equal Undivided fourth part of and in the Residue of her said Fathers Estate vested in her three Surviving Sisters the said Hannah Wharton Mary Jones and Martha Wharton

AND WHEREAS the said Hannah Wharton intermarried with the said James Cowles Fisher and the said Martha Wharton her sister afterwards died Seised and possessed of one third part of her said Fathers Estate And also of one third part of her Sister the said Susannahs Part or Share thereof which descended to the said Susannah as aforesaid having first Made her last will and Testament in writing which Beareth Date the thirtieth Day of March Anno Domini 1788 and is duly proved and registered in Philadelphia aforesaid whereby She devised all the Rents Issues and profits of her Estate real and personal to her Mother Rachel Wharton During her life and after her Decease to her two Sisters the said Hannah Fisher and Mary Jones equally to be Divided as Tenants in Common in Fee with power by will or Deed to Dispose thereof notwithstanding their Coverture

AND WHEREAS the said Hannah Fisher Died intestate and hath left Issue one son William Wharton Fisher her only child and heir at Law Whereupon the said Hannah Fishers Share or Moity of and in the Residue of her said Fathers Estate and of and in the Estates which vested in her by descent from her said Sister Susannah and by Devise from her said Sister Martha vested in her son the said William Wharton Fisher that part of it devised by the said Martha Wharton to the said Hannah Fisher Subject to the life Estate of the said Rachel and the whole Subject to the life Estate of the said James Cowles Fisher his Father as Tenant by the Curtesy And the other Moity of the said Estate and Estates vested in the said Mary Jones Late Wharton and wife of the said Owen that part devised by the said Martha Wharton to the said Rachel Wharton being subject to the life Estate of the said Rachel

AND WHEREAS the said Owen Jones and Mary his wife by three Several Indentures one of them bearing Date the tenth Day of December Anno Domini 1787 one other of them / indorsed on the last / bearing Date the eighteenth Day of February Anno Domini 1789 And the other of them bearing Date the twenty first Day of February Anno Domini 1789 the first and second recorded in the rolls office in the said city of Philadelphia in Deed Book No 40 page 327 &c^a and the last in the same Book page 334 &c^a Granted and conveyed unto the said Nicholas Waln and Jonathan Jones their heirs and assigns all and Singular the Lands Tenements Hereditaments and real and personal Estate whatsoever and wheresoever Whereof the said Mary Jones was Seised of or Entitled to either as Devisee or one of the Coheiresses of the said Thomas Wharton deceased or by Descent from her said Sister Susannah Wharton

deceased both in possession Reversion and Remainder in trust inter alia as to so much of the said real Estate as Should be worth five thousand Pounds for the use of such person and persons and for such Estate and Estates as the said Owen Jones by his last will and Testament should direct and appoint and for want of such Direction and appointment to and for the use of the next of Kin of the said Owen Jones Providing that the said Mary Jones was to enjoy the whole of the said Estate During her life And upon the Demise of the said Mary Jones in trust that they the said Nicholas Waln and Jonathon Jones and the Survivor of them and the heirs and assigns of Such Survivor Should Sell and convey in fee simple so much of the said real Estate as should produce and raise the said sum of five thousand pounds and the Charges of Sale &c^a But with a proviso that if the said Mary should leave Issue the whole of the said real Estate to go and be Equally divided among such Issue in Fee simple but if the said Mary Should die without Issue or leaving Issue such Issue should die under age and without Issue the right and power of the said Owen Jones as to the Disposition of the said five thousand pounds was to become absolute as by the said Several Indentures Reference to them being had may more fully and At Large appear

AND WHEREAS the said Rachel Wharton in order to facilitate a Division of the Estate of the said Martha Wharton Devised as aforesaid to her During Life by her said Daughter between the said Owen Jones and Mary his wife and James Cowles Fisher and his son William Wharton Fisher Did by Indenture bearing date the Nineteenth Day of May Anno Domini 1790 Surrender and yield up unto the said Owen Jones and Mary his wife in right of the said Mary and James C. Fisher all her life Estate of and in the said Estate and Estates of and in which her said Daughter Martha Wharton died Seised as by the said Indenture recorded in the rolls office aforesaid in the Deed Book No 24 page 402 &c^a reference thereto being had may more fully and at large appear Whereupon the whole of the residue of the Estate of the said Thomas Wharton as well as the Estate and Estates of and in which the said Susannah Wharton died Seised became Immediately vested one full Equal moiety thereof in the said Owen Jones and Mary his wife in right of the said Mary and the other full Equal moiety thereof in the said William Wharton Fisher Subject only to the Life Estate of the said James Cowles Fisher his Father

AND WHEREAS the said Mary Jones wife of the said Owen is since deceased without having any Issue having first made her last will and Testament bearing Date the twenty sixth Day of February Anno Domini 1789 Duly proved and registered whereby she ratifies and confirms to her said Husband the said donation of five thousand pounds as Expressed in the above mentioned Indentures made between the said Owen Jones and wife and the said Nicholas Waln and Jonathan Jones

AND WHEREAS by the above Statement it appears that the said Nicholas Waln and Jonathan Jones as Trustees in manner abovesaid stand Seised of and in one full Equal undivided Moity of and in the said ten thousand nine hundred and thirty two acres and eight perches of Land above described and the said William Wharton Fisher of the other full equal undivided Moity thereof subject to the Life Estate of his Father the said James Cowles Fisher the whole being Subject to the Deduction of the said one thousand acres divided by the said Thomas Wharton to his two Nephews the said John and Thomas Wharton and of the said thirty three acres one Rood and twenty perches of *overplus*? Land as above mentioned

AND it also appears at a moderate computation that there is more than Sufficient of the Estate of the said Mary Jones deceased vested in the said Trustees to Satisfy and raise the said sum of five thousand pounds for the use of the said Owen Jones

AND the said Owen Jones being Desirous that the sum of five thousand pounds Should be raised for him as before mentioned it hath been thought right and proper to make sale of the above mentioned Moity or half part of and in the above described Lands Subject with the other Moity to the Deduction aforesaid unto the said James Cowles Fisher for the consideration money herein after mentioned which is to be paid to the said Owen Jones as part of the said five thousand pounds,

AND WHEREAS the said Nicholas Waln being about to go beyond Sea by his Letter of Attorney bearing Date the twenty second day of the fifth Month called May in the present year recorded in the rolls office aforesaid in Lett^r of Att^y Book N^o 5 page 164 &c^a constituted and appointed his wife Sarah Waln his son William Waln and the said John Elliot Cresson and any or Each of them his true and Lawful Attorney and Attornies to execute make and perfect any Deed Assurance or Conveyance in Fee Simple or otherwise for any Lands Tenaments Hereditaments or real Estate which he the said Nicholas Waln held in Tenst Express or implied for any person or persons or for any use as Trustee as Cases might require as by the said Letter of Attorney reference thereto being had may more fully appear

NOW THIS INDENTURE WITNESSETH that the said Nicholas Waln by his said attorney John Elliot Cresson and Jonathan Jones in Pursuance of the power to them given by the said three recited Indentures for and in Consideration of the sum of three thousand Six hundred and ten pounds fifteen Shillings Specie to them paid by the said James Cowles Fisher at and before the Sealing and Delivery hereof the Receipt whereof is hereby acknowledged have Granted Bargained Sold released and confirmed and by these presents DO Grant Bargain Sell Release and confirm unto the said James Cowles Fisher his heirs and assigns all that the said one full Equal undivided Moity or half part of and in the said Tracts or parcels of Land containing in the whole Ten thousand nine hundred and thirty two acres and eight perches and which according to the said late resurvey are two sixth parts or shares of the said thirty thousand acres and allowance called "Franklin Township" and are above described as four Tracts or Lots of Land (of and in which Moity the said Mary Jones was Seised and possessed) Subject nevertheless together with the other Moity thereof to the Deduction of the said one thousand acres above mentioned to be devised by the said Thomas Wharton to his two Nephews John and Thomas Wharton above named and of the said thirty three acres one Rood and twenty perches of *over*—? Land

TOGETHER also with all and Singular the Buildings Improvements Ways Woods Waters Water Courses Rights Liberties Privileges Hereditaments and Appurtenances whatsoever unto the said one full Equal undivided Moity or half part of and in the said Tracts of parcels of Land containing in the whole ten thousand nine hundred and thirty two acres and eight perches (subject to the Deduction aforesaid) belonging or in any wise Appertaining and the Reversions and Remainders Rents Issues and profits thereof And all the Estate right Title Interest property Claim and Demand whatsoever which was of the said Mary Jones deceased or is of the said Nicholas Waln and Jonathan Jones or any or either of them of in and to the —? and every part thereof

TO HAVE AND TO HOLD the said one full equal undivided Moity or half part of and in the said Tracts of parcels of Land above described (in four different Lots as the said two Sixth parts or Shares of the said thirty thousand acres and allowance called "Franklin Township") containing according to the said Resurvey ten thousand nine hundred and thirty two acres and eight perches Hereditaments and premises above granted or intended so to be with the appurtenances unto the said James Cowles Fisher his heirs and assigns to the only proper use and behoof of the said James Cowles Fisher his heirs and assigns forever Subject Nevertheless as aforesaid to the Deduction of the said one thousand acres devised by the said Thomas Wharton to his two Nephews above named and of the said thirty three acres one Rood and twenty perches of Land herein before mentioned to be over and above the said two sixth parts of Shares of the said thirty thousand acres and allowance called "Franklin Township"

AND the said Nicholas Waln by his said attorney John Elliot Cresson and Jonathan Jones _ each one for himself his respective Heirs Executors and Administrators and not one for the other do Severally and Respectively covenant grant and agree to and with the said James Cowles Fisher his Heirs and assigns that they or Either of them have not done or wittingly or unwittingly Suffered or permitted to be done any act matter or thing whatsoever where by the above granted premises or any part of parcel thereof (subject to the Deduction aforesaid) is may or can be evicted charged or incumbered in Title Estate or otherwise howsoever

AND this Indenture further Witnesseth that the said Owen Jones in Consideration of the premises and of the sum of five Shillings to him paid by the said James Cowles Fisher at and before the Sealing and Delivery hereof the receipt whereof is hereby acknowledged

HATH remised released and forever quit claimed and by these presents Doth ———? and forever quit claim unto the said James Cowles Fisher his heirs and assigns All his the said Owen Jones's Estate Right Title Interest Property Claim and Demand whatsoever either in Law or Equity of in and to all and Singular the above granted premises and Every part and parcel thereof

TO HOLD the same to the said James Cowles Fisher his heirs and assigns forever in manner abovesaid

AND THAT he the said Owen Jones for himself his Heirs Executors and administrators doth covenant Grant and agree to and with the said Nicholas Waln and Jonathan Jones their several and respective Heirs and assigns that he the said Owen Jones and his heirs Shall and will at all times here after forever will and sufficiently save and keep harmless and indemnified the said Nicholas Waln and Jonathan Jones and Each of them their and Each of their Heirs of and from all claims and Demands whatsoever made or to be made by any person or persons whatsoever Lawfully claiming or to claim the above granted premises or any part or parcel thereof (subject to the Deduction aforesaid) by from or under him the said Owen Jones or his heirs or any of them or by from or under the said Mary Jones his late wife deceased

IN WITNESS whereof the said parties to these presents have hereunto interchangeably set their hands and Seals the Day and year first above written

Sealed and Delivered	}	Owen Jones	(LS)
In the presence of us	}	Jonathan Jones	(LS)
Charles Wharton		Nicholas Waln	(LS)
Wm. Cooper		by his attorney	
Thomas Wharton Jr.		Jn. Elliott Cresson	(LS)
William Waln			

Received the Day of the Date of the within written Indenture of the within named James Cowles Fisher the sum of three thousand six hundred and ten pounds fifteen shillings being the full consideration money within mentioned

£3610.15	Witnesses to the signing	Nicholas Waln by his attorney
	Charles Wharton	Jn. Elliott Cresson
	Thomas Wharton Jr.	Jonathan Jones
	William Waln	

State of New York SS: Be it Remembered that on the twenty seventh day of June in the year one thousand eight hundred & three personally appeared before me one of the Masters in chancery William Cooper Esquire to me personally known who having duly affirmed saith that he did see Owen Jones Jonathan Jones John Elliot Cresson the said Cresson as Agent and attorney for Nicholas Waln sign seal and Deliver the within Instrument as their voluntary Act & Deed for the purposes therein mentioned and further that he is acquainted with the said Owen Jones Jonathan Jones & John Elliot Cresson and knows them to be the persons intended as the grantors within named and I having examined the same and finding no material erasures interlineations or other obliterations do allow the same to be filed.

Richard Edwards

Recorded this fifteenth Day of November 1803 at 12 oclock of the same Day
John M Clelland Dep. Clerk

Delaware County New York Deedbooks 1792-1803 Volume A, pages 369-379 LDS microfilm reel #557784

1 chain = 66 feet

1 chain = 4 rods

1 rod = 1 perch

1 acre = 160 perches

1 rood = 1/4 acre

Seised: *the condition of legally owning and possessing real property*

Fee simple: *Ownership of land that can be inherited by any heirs*

To hold in fee: *To possess*

Feoffee: *One who benefits from a fief*

Fief: *Fee: Heritable land held in return for service to a lord.*

Inter alia: *among other things*

Moity: *(moitee) half of the total involved in a right, event, activity etc to quantify the percentage of right or involvement. The Latin word (moy-et-ee) means half.*