

*There are two documents included in this file. 1) Bond Higbie-Aldrich 1920 and 2) Mortgage Higbie-Aldrich 1920. Submitted to the Delaware County NY Genealogy and History Site by Vernon C. Aldrich, October 15, 2007*

Names in the document 1 (Mortgage): Adelbert E. Aldrich, Jacob T. Higbie, E. J. Turnhill (spelling unclear), Charles B. Higbie, Elizabeth B. DeLancey, Thomas C. Higbie, Miles C. Dales, Hiram Silliman, Theophilus P. Higbie, Isaac H. Maynard, Margaret M. Maynard (wife of Isaac) Bartram, Andrew J. McNaught

Names in document 2 (Bond): Adelbert E. Aldrich, Jacob T. Higbie, Andrew J. McNaught

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[cover]

Mortgage

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Adelbert E. Aldrich

To

Jacob T. Higbie

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Delaware County, ss.

Recorded on the 20 day

of December 1920 at 2

o'clock P.M. in Liber 109 of

Mortgages at page 576

E. J. Turnhill Clerk [last name is unclear]

[page one]

THIS INDENTURE, Made the 1<sup>st</sup> day of November  
in the year Nineteen Hundred and Twenty

BETWEEN Adelbert E. Aldrich of the Town of  
Stamford, County of Delaware and State of New York, party

of the first part, and Jacob T. Higbie of the same place,

WHEREAS, the said Adelbert E. Aldrich is justly indebted to the said party of the second part in the sum of Three Thousand Five Hundred Dollars (\$3500), lawful money of the United States, secured to be paid by his certain bond or obligation, bearing even date herewith, conditioned for the payment of the said sum of Three Thousand and Five Hundred Dollars (\$3500) with the interest thereon at the rate of five per cent (5%) per annum as follows: One Hundred Dollars (\$100) of the principal and accrued interest on the whole principal sum on the 1<sup>st</sup> day of November, 1921, and thereafter, on the 1<sup>st</sup> day of November in each and every year a like payment of One Hundred Dollars (\$100) of the principal and accrued interest on the principal sum unpaid until the whole principal sum with the interest thereon is fully paid and satisfied, with the privilege to the first party of making as much larger payments as he may desire at the time any annual payment becomes due.

IT BEING THEREBY EXPRESSLY AGREED that the whole of the said principal sum shall become due after default in the payment of any installment of principal, interest, taxes, water rent or assessments, as hereinafter provided.

NOW THIS INDENTURE WITNESSETH that the said party of the first, part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of One Dollar, paid by

the said party of the second part, the receipt whereof  
[page two]

is hereby acknowledged, do hereby grant and release unto  
the said party of the second part, and to his heirs,  
successors and assigns forever,

All that Tract or Parcel of Land in the Town  
of Stamford, County of Delaware and State of New York, being  
a part of Lot No. 30 in Great Lot No. 41 of the Hardenburgh  
Patent and containing about two hundred nineteen (219)  
acres of land be the same more or less, and bounded and  
described as follows: Beginning in the southerly bounds  
of Farm No. 29 a a beech tree cornered and runs thence  
along the marked trees north  $47^{\circ} 30'$  east 76 chains 50  
links to a stake 15 links southerly from a beech tree  
cornered: thence south  $57^{\circ} 30'$  east 22 chains 20 links to  
a stake 10 links northerly from a beech tree cornered and  
marked I. G. : thence south 32 chains 20 links to a large  
beech tree cornered and marked I. G. : thence south  $32^{\circ}$   
 $30'$  west 46 chains 50 links to a small rock maple tree  
cornered : thence north  $57^{\circ} 30'$  west 58 chains 20 links  
to the place of beginning, said boundaries being the  
boundaries of Lot No. 30 in Great Lot No. 41 of the  
Hardenburgh Patent, and containing three hundred thirty-  
four (334) acres, but excepting and reserving therefrom  
one hundred fifteen (115) acres in the western part of  
said Lot No. 30 formerly in the possession of Charles  
B. Higbie, the quantity of land hereby intended to be  
conveyed being two hundred nineteen (219) acres more

or less.

Being the same lot of land described in and conveyed by a deed from Elizabeth D. DeLancey to Thomas C. Higbie dated the 22d day of May, 1878, and recorded in the Office of the Clerk of the County of Delaware on the 4<sup>th</sup> day of May, 1882, in Book No. 93 of Deeds at page 54, to which deed and the record thereof reference [page three] is hereby made for greater certainty.

Also all that certain lot and parcel of land situate in the Town of Stamford aforesaid in Great Lot No. 41 of the Hardenburgh Patent and bounded generally as follows: On the northerly side by lands now occupied by Miles C. Dales; on the easterly side by lands now occupied by Hiram Silliman; on the southerly side by lands now occupied by Theophilus P. Higbie; and on the westerly side by the lands of the said Thomas C. Higbie, containing one hundred (100) acres more or less, and being the same premises described in and conveyed by a deed from Isaac H. Maynard and Margaret M. Maynard his wife to Thomas C. Higbie, dated the 15<sup>th</sup> day of Dec. 1880 and recorded in the office of the Clerk of the County of Delaware on the 4<sup>th</sup> day of May, 1882, in Liber 92 of Deeds at page 680, to which deed and the record thereof reference is hereby made for greater certainty.

Also all that tract or parcel of land described in and conveyed by a deed from Isaac H. Maynard and Margaret M. Maynard his wife to Thomas C. Higbie dated the 17<sup>th</sup> day

of April, 1882, and now unrecorded, said lot, tract or parcel of land being therein described as follows: All the vacant and unsold lands lying in the Towns of Stamford and Roxbury, Delaware County, New York, in Great Lot No. 41 of the Hardenburgh Patent and bounded generally as follows: On the northerly side by lands heretofore conveyed by the parties of the first part to the party of the second part and a twenty-nine acre lot laid down upon the map in possession of said Maynard of said Great Lot as surveyed for Miles Dales, and by the Patent line; on the easterly side by said Patent line and a three-cornered vacant or wood lot laid down upon said map; on the southerly side by the lands of Hiram H. Silliman and the fifty acres Bartram lot [page four]

so-called; and on the westerly side by the lands of said Silliman and said Bartram lot and the said lands heretofore conveyed by the parties of the first part to the party of the second part, containing forty-five (45) acres be the same more or less, but not to include any lands heretofore sold, leased or contracted to be sold or leased by the said Maynard as grantors or predecessors to Alexander Silliman or any other person.

The above three tracts or parcels of land being owned at the time of his death by Thomas C. Higbie a resident of the Town of Stamford, in the County of Delaware and State of New York, and constituting one farm, and being the real estate owned by said Thomas C. Higbie at the time of his death and by him devised by the provisions

of the fourth paragraph of his last will and testament duly probated in the Surrogate's Court of the County of Delaware and duly recorded in the office of the Surrogate's Court of the County of Delaware in Book L. of Wills at page 334 subject to the payment of certain legacies by said Jacob T. Higbie as provided in said last will and testament, which conditions have heretofore been complied with and the parties interested therein have duly executed releases and satisfactions therefor which are on record in the office of the Clerk of the County of Delaware, and by virtue of which Jacob T. Hibie the party of the first part hereto, is the sole owner in fee of the premises above described and hereby conveyed.

This mortgage is given to secure a portion of the purchase price of the above described premises and is executed and delivered as a purchase money mortgage.

There is attached to the bond the payment of which this mortgage is given to secure, Internal Revenue Stamps in the amount of five cents for each one hundred dollars of the principal debt secured to be paid.

[page five]

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs, successors and assigns forever.

PROVIDED ALWAYS that if the said party of the

first part, his heirs, executors or administrators, shall pay unto the said party of the second part, his executors, administrators, successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition that then these presents, and the estate hereby granted, shall cease, determine and be void.

AND the said Adelbert E. Aldrich party of the first part, covenants with the said party of the second part as follows:

FIRST. That the party of the first part will pay the indebtedness as hereinbefore provided, and if default be made in the payment of any part thereof, the party of the second part shall have power to sell the premises herein described according to law.

SECOND. That the party of the first part will keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee, in the sum of Two Thousand Five Hundred Dollars (\$2,500).

THIRD. And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said party of the second part after default in the payment of any installment of principal or interest, or any part thereof, for thirty days, or after default in the payment of any tax, water rent or assessment for

[page six]

thirty days after notice and demand.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

[signed] Adelbert E. Aldrich L.S.

State of New York,

ss:

County of Delaware,

On this 18<sup>th</sup> day of December in the year Nineteen Hundred and Twenty before me, the subscriber, personally appeared Adelbert E. Aldrich to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

[signed] Andrew J. McNaught

Delaware County Judge

Received of the mortgage named in the within instrument \$17.50 being the amount of the tax imposed thereon, and paid at the date of the recording thereof.

Dated DEC 20 '20

[signed] E. J. Turnhill [spelling unclear]

Recording Officer of Delaware County.

Bond

Adelbert E. Aldrich

TO

Jacob T. Higbie

---

Dated Nov. 1<sup>st</sup> 1920

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AMOUNT

\$3500.00

Know all Men by these Presents

That I, Adelbert E. Aldrich of the Town of Stamford, County of Delaware and State of New York, am \_\_\_\_\_

held and firmly bound unto Jacob T Higbie of the same place

in the sum of \_\_\_\_\_ Seven Thousand Dollars \_\_\_\_\_

lawful money of the United States of America, to be paid to the said

\_\_\_\_\_ Jacob T. Higbie \_\_\_\_\_ his

executors, administrators, successors or assigns: For which payment

well and truly to be made, — I — bind myself, my — heirs, executors

and administrators \_\_\_\_\_ firmly by these presents.

Sealed with - my - seal Dated the - 1<sup>st</sup> - day of

— November - Nineteen Hundred and Twenty \_\_\_\_\_

The Condition of the above obligation is such that if the above

bounden \_\_\_\_\_ Adelbert E. Aldrich \_\_\_\_\_

— his heirs, executors or administrators, shall well and truly pay,

or

cause to be paid, unto the above named

\_\_\_\_\_ Jacob T. Higbie \_\_\_\_\_ his

executors, administrators, successors or assigns, the just and full sum of

Three Thousand Five Hundred Dollars (\$3,500) with interest thereon at the rate of five per cent (5%) per annum as follows: Two hundred Dollars of the principal and accrued interest on the whole principal sum on the 1<sup>st</sup> day of November, 1921, and thereafter on the 1<sup>st</sup> day of November in each and every year a like payment of Two Hundred Dollars (\$200) of the principal and accrued interest on the principal sum unpaid until the whole principal sum with the interest thereon is fully paid and satisfied, with the privilege to the first party of making as much larger payments as he may desire at the time any annual payment becomes due. ---- then the above obligation to be void, otherwise to remain in full force and virtue.

[page two]

And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said obligee, his representatives or assigns ----- after default in the payment of any installment of principal or interest, or any part thereof, for - thirty - days, or after default in the payment of any tax, water rent or assessment which may be levied or imposed upon the premises described in the mortgage accompanying this bond for -thirty- days after notice and demand. -----

And it is also agreed that the said party of the first part will keep the buildings on the said premises described in the said mortgage insured against loss by fire for the benefit of the mortgagee therein, in the sum of Two Thousand Five Hundred Dollars (\$2,500) -----

In Presence of [signed] Adelbert E. Aldrich

State of New York

County of Delaware ss.:

On this - 18<sup>th</sup> day of - December - in the  
year Nineteen Hundred and - Twenty — before me, the  
subscriber, personally appeared

———— Adelbert A. [sic] Aldrich —————

to me personally known and known to me to be the same person described  
in

and who executed the within Instrument, and he - duly --  
acknowledged to me that he executed the same

[signed] Andrew J. McNaught

Delaware County Judge