

Over Labor Day weekend (2007) I was in Stamford, New York helping my dad clean out his house and I found an old box of old papers. I transcribed the following deed. I believe it pertains to property on what is now Roxbury Mtn. Road. There are two farms on that road just off of Roses Brook Road; both were owned by Higbies at one time. My grandfather bought one about 1907 and the church organization that he belonged to purchased the other (upper) farm about 1920 in his name.

Vernon C. Aldrich, October 8, 2007

Warranty Deed

Isaac H. Maynard & wife

To

Thomas C. Higbie

Dated, Dec. 15th 1880

Delaware County, ss. Recorded on the 4th day of may 1882 at 1 o'clock P.M., in Liber 92 of Deeds, at page 680, and examined.

R. A. Grant, Clerk

State of New York, County of Delaware, ss.

On this Fifteenth day of December in the year one thousand eight hundred and Eighty before me, the subscriber, personally came Isaac H. Maynard and Margaret M. Maynard his wife to me known to be the same persons described in and who executed the within instrument, and severally acknowledged that they executed the same; and the said Margaret M. Maynard, on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

V. J. Wyckoff
Notary Public in & for Del. Co., NY

EVERY HERRICK, Publisher and Printer, Albany, N. Y.
(63)

WARRANTY DEED.

This indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and Eighty Between Isaac H. Maynard and Margaret M. Maynard his wife of the Village of Stamford in the county of Delaware and State of New York parties of the first part, and, Thomas C. Higbir of the Town of Stamford County and State aforesaid party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred dollars, to them duly paid, have sold, and

Gy these Presents, do grant and convey to the said party of the second part, his heirs and assigns, All that certain lot and parcel of land situate in the Town of Stamford aforesaid and in [??at] lot no. 41 of the Hardenburgh Patent and bounded generally as follows. On the Northerly side by lands now occupied by Nides C. Dales; On the Easterly side by lands now occupied by Hiram Silliman; On the Southerly side by lands now occupied by Theophilus B. Higbie and on the Westerly side by the lands of the said Thomas C. Higbie containing One hundred acres more or less.

With the Appurtenances, and all the Estate, Title and Interest therein of the said parties of the first part. And the said Isaac H. Maynard does hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that the premises thus conveyed in the Quite and Peaceable Possession of the said party of the second part, his heirs and assigns that he will forever Warrant and Defend against any person whomsoever lawfully claiming the same, or any part thereof.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals they day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

[signed] Isaac H. Maynard
Margt M. Maynard

I suspect the following also has to do with purchase of one of the farms on what is now Roxbury Mtn. Road; I suspect it's for the "upper" farm. It was in an envelope with "Mr. J. T. Higbie, South Kortright, NY" written on it. --*Vernon C. Aldrich, October 8, 2007*

[BOND FOR MORTGAGE]

[Printed by A. M. Paine, Delhi.]

Know all Men by these Presents, That We Hugh Scott and Matilda his wife of the Town of Stamford Delaware county of the State of New York are

held and firmly bound unto Aaron Barlow of Stamford Delaware County & State aforesaid

in the sum of Twelve hundred Dollars lawful money of the United States of America, to be paid to the said Aarron [sic] Barlow or to his certain Attorney, Executors, Administrators or Assigns:

For which payment well and truly to be made, we bind ourselves and our Heirs, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our Seals and dated the first day of Aprill [sic] in the year of our Lord one thousand eight hundred and Fifty.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden obligors, their Heirs, Executors and Administrators, shall and do well and truly pay, or cause to be paid, unto the above named obligee or to his certain Attorney, Executors, Administrators, or Assigns, the sum of Six hundred Dollars as follows, One hundred Dollars on the first day of December 1856, with the annual interest on the whole amount and one hundred Dollars whole amount and so on one hundred Dollars on the first Day of December of Each year until the whole sum of six hundred Dollars and the annual interest there on are all paid the [?] interest to be paid on the first Day of December of each year commencing the first Day of December 1850 without fraud or delay, then the preceding Obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in presence of

[signed] Hugh Scott

[signed] Cornelius Becker

[signed] Matilda Scott

[note at bottom] The interetinuig between the 20th & 21st line vs the word annual was done before signing