William Duke to Philander F. May

This Indenture made this Twentieth day of May

in the Year of our Lord one thousand Eight hundred

and forty-one Between William Duke of the town of

Scio County of Allegany and State of New York of the

first Part and Philander F May of the town of Amity

County and State aforesaid of the Second part Witnesseth

that the Said party of the first Part for and in consideration

of the Sum of Five hundred Dollars to him in hand

paid by the Said party of the second part the receipt where-

-eof is hereby acknowledged has and by these presents does

grant bargain sell release convey and confirm unto

the Said party of the Second part his heirs and assi-

-gns forever- All that certain piece or parcel of

Land being the North One hundred acres of Lot

number thirty-six in Township two Range Second

Morris Reserve so called Excepting Nevertheless the

one undivided half of the saw Mill Mill Yard water

priviledge & appurtenances of the said Mill which

Said undivided half belongs to Alexander Black

To have and to hold the above bargained premises

to the party of the Second part his heirs and assigns

to the Sale and only proper use benefit and behoof

of the Said party of the Second part his heirs and

assigns forever- Provided always and these presents

are upon this Express Condition that if the Said Willi-

-am Duke his heirs Executors or administrators pay

to the Said party of the second part his heirs Executors

administrators or assigns the Sum of five hundred

Dollars in manner following that is to say The Sum

one hundred and sixty seven Dollars on the first day

of June 1842- The sum of One hundred and

Sixty Six Dollars on the first day of June 1843

and the remaining Sum of One hundred and Sixty

seven Dollars and Interest on the last mentioned

sum from the first day of January Eighteen

hundred and forty one to be paid on the first

day of June Eighteen hundred & forty four

then this presents shall cease but if Default

Shall be made in the payment of the Sum of Five

hundred Dollars or any part thereof at the time

above limited for the Payment thereof then and

in such case it shall and may be lawful for

the said party of the second part his Executors

administrators or assigns and the said party of the

first part does hereby empower and authorize

the party of the second part his Executors administrators

or assigns to grant bargain sell release and convey

the said premises with the appurtenances at public auction

or vendue and on such sale to make and Execute

to the said purchasers or heir cha[]res his her or their heirs

or assigns forever good ample and Sufficient Deed or Deeds

of Conveyance in the Law pursuant to the Statute in Such

Case made and provided rendering the Surplus money

if any then (?) Should to the said party of the first

part his heirs Executors or administrators after deducting

the costs and charges of such [ ]udue and sale as aforesaid

In Witness Whereof the Said party of the first part has

hereunto Set his hand and Seal on the day and in

the year first above written

 William Duke (Seal)

Signed Sealed

and Delivered in

presence of \_\_\_\_\_\_ The words according to the condition of certain Bond on writing

Obligatory B[ ]ning were [ ] herewith Executed by the said to th[some missing]

said party of the of the (sic) second part as collateral security

and the said Bond or writing obligatory was [ ]and before

signing- A. E. Parker

State of New York

Allegany County

ss on the twenty first day of May

1841 Before me the subscriber a Justice

of the Peace in and for the County aforesaid personally

came William Duke Known to me as the person d[]inted

and who Executes the within Instrument and ackn-

-owledged that he Executed the same for the uses &?

purposes therein mentioned

 A. E. Parker Justice

 of the Peace

Recorded 30th September 1841

at 4 OClock P.M.

 W. Windsor, Clerk