Sterrotype Mortgage.

This Indenture,

made the twenty seventh day of November in the year of our Lord one thousand eight hundred and twenty-three,

Sold by S. GOULD, (sign of Lord Coke,) corner of Wall and Broad Streets.

W. GRAYDON, Printer.

BETWEEN George Gibbs, of the town of Newtown in the County of Queens, Long Island, in the State of New York, Esquire, and Laura his Wife, of the first part, and Nathaniel Prime, of the City of New York, Broker, of the second part

WITNESSETH, That whereas the said George Gibbs is justly indebted to the said party of the second part, in the just and full sum of Three thousand dollars lawful money of the United States of America, secured to be paid to the said party of the second part, by his certain bond or obligation, bearing even date with these presents, in the penal sum of Six thousand dollars lawful money of the United States of America, conditioned for the payment of the said sum of Three thousand dollars, in Gold or Silver Coin of the same standard value as that established by the present Laws of the United States, on or before the twenty seventh day of November one thousand eight hundred & twenty five, together with lawful Interest thereon, the first payment of which is to be made on the tenth day of March next, and to be paid half yearly thereafter, and in default of the regular payment of the Interest the principal sum shall be considered due and payable as by the said bond or obligation, and the condition thereof, may more fully appear, reference being thereunto had. **Now therefore this Indenture further witnesseth,** That the said parties of the first part, for the better securing and more sure payment of the said sum of money mentioned in the condition of the said bond or obligation, according to the true intent and meaning thereof; And also, for and in consideration of the sum of One Dollar, to them in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, **Have** granted, bargained and sold, aliened, released, enfeoffed, conveyed, and confirmed, and by these presents **Do** grant, bargain and sell, alien, release, enfeoff, convey and confirm, unto the said party of the second part, his heirs and assigns forever, **All** that Messuage or dwelling House, and farm or parcel of Land and Salt Meadow or Marsh now in the tenure of the said George Gibbs, situate in the Town of Newtown in Queens County, and State of New York, being bulted, bounded and described altogether as follows, viz. Beginning at the East River or Sound at the Northwesterly corner of Robert Totten's Land, and running thence Southeasterly along the Northeasterly line of the said Robert Totten's land as the said line runs, to where there is or was a bank or artificial road at or near the Southeasterly part of the premises hereby granted and crossing the same [illegible] Totten's land to a creek called [illegible] and [illegible] Southwesterly [illegible] the [illegible] premises, which creek is or has been sometimes called Sunswick Creek, and then following the course of the said Creek to and across a Mill dam or artificial road made across the same to the Bay or Cove commonly called Hallett's Cove, and thence following the shore of the said Cove Westerly and Southerly to the East river or Sound aforesaid and thence along the same Southwesterly to the place of beginning. Containing in the whole, both of upland and salt meadow or marsh according to a Survey and Map thereof made by Charles Loss City Surveyor on or about the second of May one thousand eight hundred & five, One hundred Forty & a quarter Acres, be the same more or less. The above described premises are intended to comprehend all that farm & tract of Land and Meadow or Marsh, which were conveyed by Samuel Blackwell Mary his Wife & Josiah Blackwell, Heirs and Devisees of Jacob Blackwell, to Joseph Hallett late of the City of New York Merchant deceased by Indenture bearing date the 25th April 1787; & by the said Joseph Hallett & Elizabeth his Wife afterwards, to wit on the 3 of September 1791, were conveyed to John Delafield. And also all those several pieces of upland & salt meadow conveyed by Hendrick Onderdonk & Phebe his Wife to the said John Delafield by Indenture bearing date 17th May 1798, with the reservations & exceptions therein contained, and by him the said John Delafield together with Ann his Wife to the said George Gibbs by Indenture bearing date 5th January 1818, all the premises herein before described, were conveyed.

Together with all and singular the edifices, buildings, rights, members, privileges, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; **And** the reversion and reversions, remainder and remainders, rents, issues, and profits hereof. **And also,** all the estate, right, title, interest, dower, right of dower, property, possession, claim and demand whatsoever, as well at law as in equity, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances. **To have and to hold,** the said hereby granted premises, and every part and parcel thereof, with all and singular the rights, members, privileges, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining unto the said party of the second part his heirs and assigns to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever; **Provided always nevertheless,** and these presents are upon this express condition, that if the said George Gibbs his heirs, executors, or administrators, shall well and truly pay, or cause to be paid unto the said party of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the aforesaid bond or obligation, together with the Interest, at the same time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then and from thenceforth these presents, and the estate hereby granted, and every thing herein contained, shall cease, determine, and be absolutely void to all intents and purposes, any thing herein before contained to the contrary thereof, in any wise notwithstanding. **And** the said George Gibbs for himself his heirs, executors, and administrators, **Doth covenant,** grant, and agree, to and with the said party of the second part, his executors, administrators, and assigns, that he the said George Gibbs shall and will well and truly pay to the said party of the second part, his executors administrators, or assigns, the said sum of money together with the Interest at the time and in the manner herein before mentioned, according to the condition of the said bond or obligation: **And it is hereby mutually covenanted and agreed,** by and between the parties to these presents, that if default shall be made in the payment of the said sum of money mentioned in the condition of the said bond or obligation, and the interest which shall accrue thereon, or of any part thereof, at the time specified for the payment thereof, according to the tenor and effect of the condition of the said bond or obligation that then and from thenceforth it shall be lawful for the said party of the second part, his heirs, executors, administrators, and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to grant, bargain, sell, and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators, or assigns therein, at public auction, according to the act of the Legislature in such case made and provided: **And** as the attorney of the said parties of the first part, for that purpose by these presents duly constituted and appointed, to make, seal, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple; and out of the monies arising from such sale, to retain the principal and interest monies which shall then be due and owing on the said bond or obligation, according to the condition thereof. Together with all the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase-monies (if any there shall be) unto the said George Gibbs his heirs, executors, administrators, or assigns; which sale so to be made, shall for ever be a perpetual bar, both in law and equity, against the said parties of the first part, their heirs and assigns, and all other persons claiming or to claim the said premises, or any part thereof, by, from, or under them, or any of them.

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 THE PRESENCE OF

Robert Ray

George Gibbs

Laura W. Gibbs