

# 19 Land Records for the DEMELT family

*copied from the Delaware County Clerks office*

*by Lori O'Dea - lori@odeafamily.com*

*February 1, 2006*

Labeled Liber 104 pgs 557,558,559,560

State of New York ss

County of Delaware

On this 5<sup>th</sup> day of March 1887 before me personally came Henry H Sanford to me known to be the individual described in and who executed the within conveyance and acknowledge that he executed the same (LS) S C Lockwood, Justice of Peace

Recorded March 14, 1887 10 A.M.

George P Warner Clerk

This Indenture Made this First day of March in the year of our Lord, one thousand and eight hundred and eighty seven Between Marshall Demelt of Sidney Delaware County New party of the first part, and Henry Finch of he same place party of the second part, Witnesseth, That the said part of the first part, in consideration of the sum of Twenty Eight Hundred Dollars, (\$2800.00) to ——— duly paid, has sold and By these Presents, doth grant and convey to the said party of the second party his heirs and assigns. All that Tract or Parcel of Land situate in the town of Sidney County of Delaware and State of New York Bounded and described as follows, all piece or parcel of land situate in the town of Sidney and being sixteen acres of land in the southwest corner of Lot No Fourteen (14) in Waltons uper patent Bounded, as follows Beginning at the southwest corner of said lot running thence Easterly on the southerly line of said lot 64 rods. Thence North-erly & parallell with the westerly line of said lot 40 rods Thence westerly parallell with the said south line “64” rods to the westerly line of said lot thence on said line “40” rods to the place of beginning containing sixteen acres of land be the same more or less.

Also all that other piece or parcel of land lying in the town of Sidney and being a part of lot No “14” in Waltons upper patent Bounded as follows beginning in the line of said lot No 14 at the N. W. Corner of land owned by Wm P. Shaw in 1849 running thence Northerly along the Patent line Forty rods to Henry E Fishers land Thence Easterly on said Fishers line “40” Forty rods. Thence, Southerly on a line which shall be parallell with the first mentioned line “40” Forty rods. Thence Westerly on the line of said Shaws land Forty rods “40” to the place of beginning containing ten acres of land. Also all that, certain piece of land lying in the town of Sidney being a part of a farm owned by Lewis Baldwin in 1865 bounded as follows beginning at the North crest, corner of said farm running thence a southerly course along the line of said farm to the center of the Highway. Thence on an easterly course along the center or said Highway so far that a line running parallell with said first mentioned line shall include and contain five acres of land, and from the end of this line to the place of beginning to contain Five acres of land. 35’ Also all that certain other piece or parcel of land in the town of Sidney and known as subdivision lot No two (2) of lot No 1 of the Walton Cove as surveyed by A T Adrich and aid subdivision lot No 2 which is hereby intended to be conveyed by said survey is discribed & bounded as follows. Beginning at a stake and stones standing on the westerly line of the Walton Cove and running from thence south 89 ° 35’ East thirteen chains and sixty links to the easterly line of said Walton Cove thence south 20 ° 45’ East along the said line. Eight chains and seventy three links to a stake and stones North 89 ° 35’ West thirteen chains and seventy two links to a sake and stones standing on the westerly line of said Cove. Thence North 20 ° West along said westerly line Eight chains & sixty nine links to the place of begin-

ning, containing eleven acres & ten one hundreths acres of land be the same more or less. Also that other piece of land being a portion of 27 acres, deeded by Wm P. Shaw to Haywood Knapp being the portion lying above the road or North of the road, and bounded on the north by the 16 acres, above described on the east by lands of Seymour Smith and on the south by the Highway and on the west by the five acres, above described being all of the lands North os aid highway as described & refered to in a Deed given by Haywood Knapp to Marshall Demelt and is intended to convey the same piece of land sold by said Demelt to Onslow Wells by contract the last piece, containing about ten acres of land more or less. The last, described piece pf land here in is subject to a reservation of the right to cut a ditch from the spring above the road in sucha a course, and way as is described in a deed from Haywood Knapp to Marshall Demelt.

With the appurtenaces, and all the Estate, Title and Interest therein of the said part of the first part. And the said Marshall Demelt party of the first part doth hereby covenant and agree to and with the said part of the second part, his heirs and assigns that the premises thus conveyed in the Quiet and Peacable Possession of the said party of the second part, or to his heirs, and assigns he will forever Warrant and Defend, against any person whosoever lawfully claiming the same or any part thereof.

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

Sealed and Delivered

In Presence of

H B Sewell

State of New York

County of Delaware ss

Town of Sidney

Marshall Demelt (LS)

Sarah E Demelt (LS)

On this First day of March in the year one thousand eight hundred and eighty seven before me, the subscriber personally appeared Marshall Demelt & Sarah E Demelt to me personally known to be the same persons described in, and who, executed the within instrument, and severally acknowledged that they executed the same.

(L S) H B Sewell Notary Public

Recorded Mar 14, 1887. 11 A.M.

George P Warner Clerk

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Liber 109 pg 596

This Indenture Made this Seventh day of May in the year of our Lord one thousand eight hundred ninety five Between Chauncey DeMelt and Mary Demelt his wife, Adelia Gann, Ambrose Gann her husband; Ann Eliza Heickor, Georgianna Whitbeck and Warren Whitbeck her husband, Mary Hait and enoch Hait her husband, Marshall DeMelt and Sarah DeMelt his wife; Wallace Demelt and Abbie DeMelt his wife, Caroline Freer and Simeon A Freer her husband the solf of all the heirs at law of Henry DeMelt, late of Sidney, Delaware County, NY deceased of the first part and Ella S Harper of Walton, Delaware County NY of the second part, Witessth, That the said part is of the first part, in consideration of the sum of Six Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged have bargained, sold, remised and Quit-Claimed, and by these Presents do bargain, sell, remise, and Quit-Claim unto the said party of second part, and to said heirs and assigns forever, ALL that tract, piece or parcel of land, situate in the town of Walton, County of Delaware and State of New York in the tract of land granted to P V B Livingston and others in Lot No 8 of said tract, deeded by Susan Leedgard to Jehial Beach October 27<sup>th</sup> 1852 and recorded in Book No 57 of Deeds on page 172-73-174, in the office of Clerk of Delaware

County. Excepting and reserving from the above described premises one hundred acres, sold to James Wright also fifty acres sold to George A Palmer. The amount of land hereby intended to be conveyed being fifty four acres more or less: The premises hereby conveyed includes thirty six rods of land on the Northerly side of lands sold to George A Palmer, to include a spring, and are the same premises conveyed by Raymond H Winans and wife to Thaddeus Fitch, by deed dated November 18, 1875, and recorded in Delaware County Clerks Office Leiber 81 of Deeds of page 377, January 4<sup>th</sup> 1876, and being the same premises conveyed by the heirs of Thaddeus Fitch to Ella S Harper by deed dated December 11, 1882, and recorded in the office aforesaid March 31, 1887, Leiber 104 at page 644, and by Ella S Harper conveyed to Henry DeMelt by deed dated January 3<sup>rd</sup> 1883, and recorded in the office aforesaid, March 19, 1887, in Book 108 at page 55, and which lands, were on the 19<sup>th</sup> day of Jan. 1883, contracted to be sold by Henry DeMelt to Ella S Harper, and their conveyance is made in executing and fulfilling the contract aforesaid by his heirs the grantees aforesaid.

Together with all and singular the hereditaments and appurtenances thereto belong, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances, to Have and to Hold the said described lands and premises to the said party of the second part, her heirs and assigns forever.

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

Sealed and Delivered in Presence of	Anne Eliza Heickor (LS)	Wallace DeMelt (LS)
John G More	Sarah E DeMelt (LS)	Caroline Freer (LS)
State of New York	Abbie DeMelt (LS)	Mary A Haight (LS)
County of Delaware	Chancy DeMelt (LS)	Adelia Gann (LS)
Town of Walton	Georgianna Whitbeck (LS)	Mary E DeMelt (LS)
	Marshall DeMelt (LS)	Warren Whitbeck (LS)

On this 11<sup>th</sup> day of May in the year one thousand eight hundred and ninety-two before me, the subscriber, personally appeared, Ann Eliza Heickor, Caroline Freer, Chauncey DeMelt, Mary Demelt, Wallace DeMelt, Abbie DeMelt, Adelia Gann, Marshall DeMelt, Sara E DeMelt, Mary Haight to me known to be the same persons described in and who executed the within instrument, and severally acknowledged that they executed the same.

John G More  
Notary Public

State of New York  
Delaware County ss

On this 21<sup>st</sup> day of May 1892, before me personally came Warren Whitbeck and Georgianna Whitbeck, to me known and known to me to be two of the persons who signed the foregoing instrument and severally acknowledged the execution thereof.

Alex Neich  
Notary Public

A true copy of the original. Recorded June 6, 1892, at 2 o'clock P.M.  
Geo H Crawford, Clerk

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This Indenture made the Twenty fifth day of March in the year of our Lord One Thousand eight hundred and thirty three. Between, Amos Hitchcock of Franklin in the County of Delaware and State of New York, and Maria his wife of the first part and Henry T Demelt of the Town of Broom in the County of Schoharie and State of said of the second part Witnesseth that the said party of this part, for and in consideration of the sum of Four Hundred Dollars current, money to them in how paid by the party of the second part wherewith said parties of the first part do hereby decare themselves satisfied and paid have and by these proceeds do grant bargain sell aleers release convey and confirm rents this said party of the second part his heirs and apigors. All that that certain piece or parcel of land situate lying and being in the Town of Franklin aforesaid being a part of Lot No 69 in a tract or patent of land granted to Peter Van Brugh Living ? Lauren Kortright and others and county as follows to with, Beginning at a stake and stones. Standing on the westerly line of said Lot No 69 and running thence North  $61^{\circ} 30'$  E twenty seven chains and twenty five links to a stake and stones standing near the angle of a stone wall, thence north  $57^{\circ}-30'$  west seven chain and thirty one links to a stake and stones, thence south  $61^{\circ}$ , west six chains and ninety link to the middle of the highway chain N  $43^{\circ}$  W along the middle of said highway seven chains and seventy five links thence S  $50^{\circ}$ , W fourteen chains & eighty five links to a stake and stones Standing on the said westerly line of said Lot No69 thence S  $28^{\circ} 15'$  E along said W lying 11 chains to the place of beginning, also one other piece or carcel of land situated in Lot No 53 of said patent Beginning at a stake and stones standing on the E by line of said Lot No 53 and running thence N  $28^{\circ} 15'$  W. 6 chains & 36 links to a stake & stones, thence South  $61^{\circ} 30'$  W to a stake and stones standing on the W by line of said lot No 53 thence South  $28^{\circ}, 30'$  E along said line 6 chains & 36 links to a stake and stones, thence N  $62^{\circ} 30'$  E to the place of beginning continuing in back pieces 51 acres & 15 hundredth of land he the said ? or life the above premises deeded subject to a mortgate & executor by the said parties of the first part to orange bull to secure the payment of 358 dollars and twenty cents and dated 29<sup>th</sup> March 1831. Together with all and singular the right members and privlidges to the same belonging or in any way appertaining and the ? and ? remainder, and remainders ? and profits thereof and all the estate, right title interact property pafecicou claim and demand both in law and equity of the said parties of the first part of in and to these same. To have and to hold this said tract of land and premises with the apperatures ? the said Henry T Demelt his heirs and apigros to his and their only proper side, benefit and belong forever. And the said Amos Hitchcock and Maria his wife do for themselves excutors and admistrators covenant and agree to land with the party of the second part his heirs and apigros that they are the true and lawful owners by the said tract or parcel of land and premises with the appertances, and are lawfully siezed in their own right, of a perfect absolute and indefeasible state of inheritance, in fee siple of and in all the said premises with the appectances and have in themselves good right full power and lawfully authority to grant and convey the said ? in ? aforesaid And also that he tho said party of the second part his heirs and apigors shall and may forsee hereafter peaceably have ? occupy and ? the said granted premises free from the inderences or molestation of any person or persons lawfully claiming the same ? and that they the said parties of the first part, and their heirs the said parcel of land and premises unto the said party of the second part his heirs and apigros against all claims and ? whatsoever Shall and will warrant and forever by them Present Defend in ? the parties of the first part have hereunto set their Hand and Seals the day and year first above written.

Sealed and Delivered In presence of

Amos Hitchcock (LS)

Brach Jennings

Maria Hitchcock (LS)

State of New York

Delaware County ss

On this 25<sup>th</sup> day of March before me 1833 personally appeared Amos Hitchcock and Maria his wife to me well known to be the persons described and who executed this within ? ? acknowledged that day duly executed the same for the ? purposes therein mentioned. The said Maria being examined by me separate and apart from his

husband acknowledge that she executed said deed freely without any fear of or competition from her said husband. Brach Jennings, County said.  
Recorded March 25<sup>th</sup> 1833

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Labeled Liber 110 pg 616-617

This Indenture made and executed this 13 day of December 1889, between Henry Demelt of Franklin, Del Co. NY party of the first and Chancy Demelt of Richfield, Otsego Co, and Wallace Demelt of Franklin, Delaware Co. NY of the second part, Witnesseth. The party of the first part hereby constitutes and appoints the parties of the second part his agents and attorneys to transact all of his business and hereby transfers to them all of his papers and the rents and profits of his real estate during his life but not to be sold or disposed of except as it shall be necessary for the support of first party for and in consideration of the keeping-performing of the covenants hereafter contained and the first also grants unto second parties the full power to receive all of the rents profits & interest of all his property absolutely and to disburse the same in a profitable and goodisions manner and the first party retains the Title to all of the property hereby conveyed while he shall live only so far as it shall be necessary to use the same for his care and support and the first party authorizes and directs by this instrument that what property shall remain after his deant not used for his support shall be by second parties equally divided between his living children. The second parties hereby agrees to take the care, change & controll of the property so delivered into their hands and to collect the interest rent & profits thereof and to rent the real estate and get the best possible rent therefor and is to care for the first party, furnish im clothes suitable for his station in life to nurse & care for him in sickness & death to furnish Physicians & medicines to give first party good and wholesome food and in all manners to care and protect the first party during his life. The second parties further agree that they will fairly and in good faith conduct the busienss instructed and further agree that they will use no more of the property than shall be necessary for the support of said first party and after his death will dispose of the property still remaining in their hands for its highest market value and equally divide the same after deducting a reasonable expense for transaction said business between living children or heirs of the first party and second party hereby agrees to assist and help the first parties attorny in litigating and ? the mortgage now being foreclosed by H B Sewell atty and furnish out of said money received by them sufficient to carry the first party hereby sets aside al prior agreements power of attorneys or other instrument granting the use and care of this property to any other person except the second party and this agment is to bind the heirs, executors, adminstrators and assigns.

In witness whereof we have hereunto set our hand and seals the day and year first above mentioned.

Henry Demelt (LS)  
Chaucy Demelt (LS)  
Wallace Demelt (LS)

In presence of  
Mrs Adelia Gann  
Ambros Gann  
Delaware County ss

On this 13 day of December 1889 personally appeared before me the subscribes Henry Demelt and Wallace Demelt to me known to be the same person described in and who executed the authors instrument severly acknowledged the same.

H B Sewell Notary Public

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This Indenture made this seventeenth day of July one thousand eight-hundred and fifty Between Henry Demelt and Irene his wife of the town of Franklin County of Delaware and State of New York of the first part and Edwin W Hoyt of the town of Walton County and State afore mentioned of the second part. Witnesseth that the said party of the first part for and in consideration of Eighty-Dollars to their in hand paid by the said party of the second part doth grant bargain sell and confirm unto the said party of the second part and to his heirs and assigns forever. All that certain piece or parcel of land lying and being in the town of Walton County of Delaware and State of New York and is part of Lot No 48 in Waltons Pat cut and bounded as follows (viz) Beginning at the easterly corner of land owned by said Hoyt or at the corner of land lately owned by Darcis Seely near the highway running thence on the line of stake. Thence south twenty rods and forty four links. Thence east to the line fence between Darcis Seeley land and said piece of land herein described. Thence along said line North sixty-seven degrees & thirty five minutes east to the place of beginning be thee same more or less. Together with all and singular the here delauents and appartenaues thereunto belonging or in any wise appertaining to have & to hold the said premises above described to the said party of the second part his heirs and assigns forever. And the said Henry Demelt and Irene his wife of the first part for themselves and their heirs doth covenant and agree that at the delivery hereof they are seized of the said premises of an estate an feesible therein. Also that they have power to sell and convey the same as hereby intended. Also that the same are free from all incumbances. Also that they will warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever. In Witness Whereof the said party of the first part have hereunto set their hands and seals, the day and year first above written.

Irene Demelt LS  
Henry Demelt LS

Sealed and delivered in  
presence of Earl F Bartlett  
State of New York  
Delaware County

On this 17<sup>th</sup> day of July 1855 before me the subscriber personally appeared Henry Demelt and Irene his wife and acknowledge that they had severally executed the within instrument and the said Irene on a private examination apart from her husband acknowledged that she executed the within instrument freely and without any fear or compulsion of her husband and I further certify that I know the persons who made the said acknowlegement to be the individuals described in and who executed the within instrument.

Earl F Bartlett Justice of the Peace  
Geo F Warner Clerk

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This Indenture, Made this 24<sup>th</sup> day of February in the year of our Lord one thousand and eight hundred and sixty-two Between Mariah Judd, Marsuela Sweethon, George M Ferris, Irene Demelt, Caroline S Henderson, Annavill Rose of the first part, and Sarah Griswold of Franklin, County of Delaware & State of New York of the second part, Witnespeth, That the said parties of the first part in consideration of the sum of five hundred dollars to them duly paid, hath sold and by those presents doth grant and convy to the said party of the second part, her heirs and assigns. All that certain piece or parcel of land situate & lying in the said town of Franklin, in the town part of th eVillage of the said town and described as follows (viz) Beginning on the turnpike road on the line of Epiprus Bolls and Mrs Mary Foling, and running on a straight line to the town corner of the said Mrs Falings garden. Thence running on a straight line to the turnpike road. Thence along said turnpike road

four rods to the place of beginning. It is understood that first described line shall for ten rods long commencing on the corner between Epiprus Bolls and the said Mary Faling, also that there shall be four rods on the road. The above described price of land being a three cornered piece in the form of a Wedge and to contain one eighth of an acre of land. With the appertances, and all the estate, title and interest thereinof the said parties of the first part, and the said Mariah Judd, Zmaranda Sweethon, George N Fieriz, Irene Demelt, Caroline Henderson, Amarilla Rose doth hereby convenat and agree to and with the said party of the second part, his heirs and assigns that the premises thru conveyed in the quiet and peaceable possession of the said party of the second part, his heirs and assigns and they will forever Warant and Defend against any person whomsoever, lawfully claiming the same or any part thereof. In Witness Whereof. The parties of the first part, hath hereunto set his hands and seals the day and year first above written. (\$0.50 N. S Int. Res Stamp affixed and cancelled.)

Polly M Sweethon L.S.            Maria Judd L.S.            Anrilla F Rose L.S.  
George N Feris L.S.            Caroline S Henderson L.S.    Irene Demelt L.S.State of New York  
New York

Delaware County                    Sealed & delivered in the Insurer of Fitch Ford.

On this 22d day of March before me aforesaid. George A Feris, Maria Judd, Caroline S Henderson, and Irene Demelt, known to me to be the individuals described in and who executed the written instrument and acknowledged the execution of the same.            Fitch Ford, Justice of the Peace

State of New York

Delaware County

On this Seventeenth day of March in the year one thousand eight hundred and sixty-six before me, appeared Anarilla Rose to me personally known to be the same persons described in and who executed the foregoing instrument and acknowledged that sh executed the same, and the said 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            Samuel Kellogg, Justice of the Peace

State of New York

Tioga County

On this second day of March in the year one thousand and eight hundred and sixty-six before me appeared Polly M Sweethon to me personally known to be the same person described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

W B Garatt, Justice of the Peace,            Spencer Tioga Co NY

State of New York

Tioga County Clerks Office

I Horace A Brooks, Clerk of said County of the County Court thereof and of the Supreme Court of said State held his and for said County Court of Record, do hereby certify that B W Garatt Esq, whose naem is subscribed to the certification of proof or acknowledgment of the annexed instrument, was of the state of said certificate a Justice of the Peace ian and for said County- commipioned and sworn, and duly authorize to take such proof or acknowledgment: What I am well acquainted with his hand writing and verify believe the signature in said certificate is his genuine signature, and that said instrument is executed and acknowledged conformably with the laws of said State of New York, (\$0.05 U.S. Int. Rev Stamp affixed deed cancelled.)

L.S. In Witnep whereof, I have hereunto, subscribed any name, and affixed the seal of said Courts and County of Owego, this 7<sup>th</sup> day of March 1866.

Recorded May 26<sup>th</sup> 1869 at 2:00 P.M.

H. A. Brooks, Clerk

W. W. Grant, Clerk

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This Indenture made the 5<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and forty two Between Isaac Lord of Fran Rhine in the County of Delaware & State of New York and Eliza his wife of the first part and Henry F Demett in the town county and State aforesaid of the second part Witnesseth. That the said part for and in consideration of the money Sixteen hundred dollars amount money to them in hand paid by the said part the receipt whereof is hereby acknowledged have granted bargained, sold, remind, released aliened and confirmed and by these presents do grant, bargain, sell remise release alien and confirm, unto the said party of the second part in his actual popokin now being and to his heirs and apigns forever all that certain piece or parcel of land, situate lying and being in the Town of Franklin aforesaid and being a part of N W ly half of lots, No 55 off in the tract of land granted to Peter VanBrough Livingston and others and is bounded asa follows (viz) Beginning at a point in S W ly side of said lot No. 55 one fourth of the distance from the NW ly corner thereof to the SW ly corner of the same and runing thence NE ly in a line parallell with the NW ly side of said lot No. 55 to a stake 6 chs 54 links distance from the easterly side of the road leading to Walton. Thence N 18 ½ W 12 chs 89 links a stake thence S 84 ½ N 3 chs 83 links to the said road, thence following said road until it intersects the N W ly side by said lot No. 71, thence NE ly along said last mentioned line to the NE ly corner of said lot NW thence SE ly along the NE ly side said lot N W to the middle ? thence SW ly on a bound parallell to the end lines of said lots to intersect the SW ly side of said lot No. 55 in the middle thereof, thence NW ly along said line to the place of beginning, containing 14 ½ acres of land be the same more or less said lots to be divided according to ? ? to be made by Ebenezer Ford, Esq deceased. Excepting and reserving out of the above described previous so much as was sold and conveyed by the said Isaac Ford to Hubard, Niles whence to being had to take deed of conveyed to a more particular description of said premises hereby excepted will more particularly appearing.

Together with all and singular the hereditaments and apearances thereunto belonging to in any use appertaining, and the reversion and reversions, remainder and remainders, ventsibues and profits thereof and all the estate right title interest claim and demand whatsoever of the said parties of the first part either in case or equity of in as well to, the above bargained premises with the heredetaments and appurtenances, Share and Hold the said lands and premises to the said party of the second part his heirs and apigns to the sole and only purposes, benefit and behalf of the said party of the second part his heirs and apigns forever.

And the said parties of the first part, for themselves their heirs, executors and administrator, do convenant, grant bargain promise and agree, to and with the said party of the second part his heirs and apigns, the above bargained premises, and every part and parcel thereof, in the quiet and peaceable popepion of the said party of the second part his heirs and apigns against all and every person lawfully claiming unto claim the whole in any part of the said premises will forever. Warrant and Defend in witrup where of the said parties of the first part have herein set their hands and seals the day and year first above written.

Signed Sealed and Delivered in the presence of  
 Beach Jennings  
 Isaac Ford (SS)  
 Eliza Ford (SS)

State of New York  
 Delaware County

On the 5<sup>th</sup> day of April 1842 before me came Isaac Ford & Eliza his wife known to me to be the individuals described in, and who executed the within conveyance who severally, acknowledged that they executed the same. And the said Eliza being examined by me separate and apart from her husband acknowledged that she executed the said conveyance freely and without any fear or compulsion of her said husband.

Beach Jennings Justice of the Peace

Recorded April 21, 1842 C B Sheldon Clerk

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This Indenture Made this twenty fourth day of February in the yar of our Lord one thousand eight hundred and sixty three. Between Jerome Elderkin and \_\_\_\_\_ Elderkin his wife of the town of Franklin in the Count of Delaware and State of New York of the first part and Henry Demelt the town Count and State aforesaid fo the second part. Witnesseth that the said parties of the first part in consideration of the sum of Four Hundred and Seventy five Dollars to them duly paid, have sold and by these presents do grant and convey to the said party of the second part their heirs and apigns All All that piece or parcel of land situated and being in the town of Franklin in said County and described in a certain deed executed by Samuel Smith to Malipa Hubbell on the sixth day of September 185 and to contain forty acres acres of land from the Southwesterly side of a lot of land deeded by John Elgerton to amuel Smith on the 23d day of April 1851 as by reference to such deed will appear always remaining and excepting from said Forty acres of land ten acres to heretofore Sold & deeded by said. Malipa Hubbell in two separate deeds of five acres each (Stamo of 50 cts JE February 24<sup>th</sup> 1863) With the appurtenances and all the Estate, Title and Interest therein of the said parties of the first part. And the said Jerome Elderkin doth hereby covenant and agree to and with the said party of the second part his heirs and apigns that the premises thus conveyed in the quiet and peacable poforfiron? Of the said party of the second his heirs and apigns, and that he will forever Warrant and Defend against any person whomsoever lawfully claiming the same or any part thereof In Witnesseth whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of Fitch Ford  
State of New York  
Delaware County

Jerome X (his mark Elderkin SS  
Rachel Elderkin SS

On this 24<sup>th</sup> day of February in the year one thousand eight hundred and sixty three before me appeared Jerome Elderkin and Rachel his wife to me personally known to be the same persons described in and who executed the foregoing instrument, who severally acknowledge that they executed the same and the said Rachel on a private examination by me apart from her said husband, acknowledged that she executed the same freely, and without any fear of compulsion from her said husband.

Fitch Ford Justice of the Peace

Recorded March 2<sup>nd</sup> 1863 at 4 PM

R S Hughston Clerk

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This Indenture Made this seventh (7<sup>th</sup>) fay of December in the year of Our Lord one thousand eight hundred and sixty seven Between Henry Demelt & Irene his wife of Franklin County of Delaware and State of New York of the first part & Warren Whitbeck of the town county and State of aforesaid of the second part. Witnesseth that the said party of the first part in consideration of the sum of ten hundred and twenty five dollars to him duly paid has sold and By these Presents does grant and convey to the said party of the second part his heirs and apigns All that Tract or Parcel of Land situate in the town of Franklin in said county and containing thirty acres of land upon the south westerly side of a lot of land conveyed by John Edgerton to Samuel Smith on the 23d day of April 1851 as by reference to said Smiths Deed and conveyed by said Smith to Merlisse Hubbell on the 6<sup>th</sup> day of September 1851 and conveyed by Merlissee and David Hubbell on the 27<sup>th</sup> day of January 1859 to Gerome Elelerkin Osborne other certain piece of land containing about one half acres being the same piece where Warren Whitbeck now resides With the appurtenances and all the estate til he and interest therein of the said party of the first part and the said Henry Demett and Ireana his wife agree to and with the said party of the second part his heirs and apegars that the premises thus conveyed in the quiet & peaceably possession of the said party of the second part his heirs and apigns and will forever Warrant and

Deferred against any ?? wheresoever lawfully claiming thew same or any part thereof In Witness Whereof the parties of the first part had herewith set their hands and seals the day and year first above written

Henry Demett (LS)  
Irena Demett (LS)

Sealed & delivered in Presents of Fitch Ford  
State of New York  
Delaware County

\$1.50 N S Ubt Rev Stamp affixed and cancelled.

On this 31<sup>st</sup> day of December in the year one thousand eight hundred and sixty seven before me the subscriber personally appeared Henry Demett and Irene his wife to me known to be the said persons described in and who executed the within instrument and severally acknowledged that they executed the same and the said Irene his wife in 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.

Fitch Ford Justice of the Peace  
W W Grant Clerk

Recorded Dec 8<sup>th</sup> 1869 at 12

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Chauncey Demelt Liber 80/434

This Indenture made this seventh day of August in the year one thousand eight hundred and seventy-five Between Porter Beach of Franklin Delaware County New York Referee in the action hereafter mentioned for the purpose of sale & e of the first part and Beriah L Bowen of the town of Franklin in the County of Delaware and the State of New York of the second part whereas at a Special time of the Supreme Court of the State of New York held at the Court House in Delhi New York on the sixth day of July one thousand eight hundred and seventy five it was among other things ordered adjudged and decreed by the said Court in a certain action their pending in the said Court between Alber Smith Plaintiff and Chauncey Demelt and Mary Demelt his wife George Pulver David Pulver Willis Pulver and Alexander We Grand Defendents that all and singular the mortgaged nemisis mentioned in the complaint in said action and in said judgment described or so minds thereof as might be sufficient to raise the amount due to the plaintiff for principal interest and costs in said action and which might be sold separately without material injury to the parties of said Court by or under the direction of the said G Porter Beach who was appointed a Referee in said action and to whom it was referred by the said order and judgment of the said Court among other things to make such sale that the said sale be made in the County when the said mortgaged premises or the greater part thereof as situated that the Referee gave public notice of the time and place of such sale according to the course and practice of said Court and that any of the parties in said action might become a purchaser or purchasors on such sale, that the said Referee execute to the parts thereof as should be so sold a good and sufficient deed or deeds of conveyance for the same. And Whereas the said Referee in perservance of the order and judgment of the said Court did on the twenty seventh day of August one thousand eight hundred and seventy five sell at public auction at the Hotel of Dr J W Foote in the Village of Franklin in the County of Delaware New York the premises in the said ordre and judgment mentioned due notice of the time and place of such sale being first given agreeably to the said order at which sale the premises herein after described were struck off for the said party of the second part for the sum of five hundred and ten dolllars that being the highest sum bidden for the same. Now This Indenture Witnesseth that the said Referee the party of the first part to these presents in order to carry into effect the sale as made by him as aforesaid in pereservance of the order and judgment of the said Court and in conformity to the Statute in such case made and provided and in consideration of the premises and of the said sum of five hundred and ten dollars pid by the said party of the second part to these presents to the said

Referee as aforesaid the receipt whereof is hereby acknowledged unto the said party of the second part and to his heirs and assigns forever All that certain piece or parcel of land situate in the Town of Franklin in the County of Delaware being a part of lot No 22 in Peter Van Brugh Livingston Patent and bounded as follows. Beginning at the North Easterly corner of said Lot and running thence South 63 West thirty eight chains and forty seven links to the North Westerly corner of said Lot. Thence South 27degrees East twenty one chains thirty-two links. Thence North 61 degrees East along a line surveyed by Mr Wayde thirty-eight chains and sixty nine links to the North Easterly bounds of said Lot. Thence North 27degrees West nineteen chains and ninety-two links to the place of beginning overlain by estimation seventy nine acres and thirty-two hundredths of an acre of land more or less subject however to the payments conditions and agreements specified and contained in a certain Indenture of Mortgage executed by Albert Smith to Mrs Ruth L Warner on the eighth day of August 1871 and which said Mortgage was given for the purpose of securing the payment of the sum of eleven hundred dollars at the time and in the manner therein specified and upon which then is now unpaid the sum of one thousand dollars and interest ? from the first day of April 1877 which said mortgage and the monies around then by and now unpaid theirs are the said party of the first part hereby assumes and covenants and agrees to pay in the manner set forth in the said mortgage. Together with all and singular the heirsholds and appertances to the same belonging or in any way appertaining to have and to hold the premises above mentioned & described and hereby conveyed or intended so to be unto the said party of the second part his heirs and assigns to his and their only proper use benefit and behoof forever subject however to the mortgage herein before mentioned. In Witness Whereof the said party of the first part referee as aforesaid both hereunto set his hand and seal the day and year first above written.

Sealed & delivered in presence of Rob T Johnson                      G Porter Beach Referee LS

State of New York ss

Delaware County

On this twenty eighth day of August in the year of our Lord one thousand eight hundred and seventy five before me the subscribed & appeared G Porter Beach Referee & c to me personally known to be the same person described in and who executed the within Deed and acknowledged that he executed the same as Referee. Rob T Johnson Notary Public Delaware County NY

Recorded Nov 8<sup>th</sup> 1875 at 3:30 PM

Smith H White Clerk

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Liber 92 pg 158

This Indenture, Made this 9<sup>th</sup> day of October, in the year of our Lord, one thousand eight hundred and eighty one BETWEEN Hayward Knapp and Ellen Knapp his wife of the Town of Sidney, County of Delaware and State of New York, of the first part, and Marshal Demelt of the same place.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred Dollars to them duly paid, have sold, and By these Presents do grant and convey to the said party, of the second part, his heirs and assigns, ALL THAT certain piece or parcel of land, situate in the Town of Sidney, County of Delaware, and State of New York. Bounded and described as follows, and known as part of Lot No 17 in Walton Upper Patent. Bounded on the Westerly side by William Stilsons estate. Thence on the division line of said lot, sixty four rods and by lands owned by Hayward Knapp. Thence across said Lot 17 parallel with the above mentioned line, between the William Stilson Estate and this Lot No. 17. Thence on the Northerly line of said Lot 17 by land owned by Ellen Knapp sixty four rods to said William Stilsons land. Containing thirty-two acres of land. Excepting five acres of land in the North Westerly corner of the above described 32 acres, said five acres owned by Ellen Knapp by Deed from Merlin Merrithew.-

Also all that tract of land deeded by Elizabeth H Morenus and Enoch H Bishop to Hayward Knapp by Deed

dated Jan 10<sup>th</sup> 1874 and recorded in the Delaware County Clerks Office on the 22<sup>nd</sup> day of April 1874 at 8 o'clock A.M. in Liber 77 of Deeds at page 730. Containing 50 acres of land. Reserving 18 ½ acres of land more or less of said fifty acres deeded by Hayward Knapp and wife to Gifford Rifenbark by Deed dated Dec 6<sup>th</sup> 1877 and recorded the 22d day of Jan 1878 in Liber 84 of Deeds at page 626 to which aforesaid Deeds reference may be had for a more perfect description of the lands hereby conveyed. Also all that piece or parcel of land situate in the Town of Sidney and deeded by Merlin Merrithew and wife to Ellen Knapp by Deed dated Jan 7<sup>th</sup> 1874 and recorded in the Delaware County Clerks Office on the 19<sup>th</sup> day of Jan 1874 in Liber 77 of Deeds at page 218 containing 42 acres of land, to which Deed reference may be had for a more perfect description of the same. The entire piece of land hereby conveyed containing 100 acres of land by the same more or less. The first described piece of land herein is subject to a reservation of the right to cut a ditch from the spring above the road in such a course as the spring naturally flows from the within described premises to the lot adjoining the parallel line described in this deed and the further right to enter upon the premises to repair the ditch but is not to materially damage the growing crops.

With the Appurtenances and all the Estate, Title and Interest therein of the said parties of the first part. And the said Parties of the first part for themselves their heirs and assigns do 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 quiet and peaceable possession of the said party of the second part, his heirs and assigns they 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 the day and year first above written.

Sealed and delivered in the presence of  
T Sanderson

Haywood Knapp (LS)  
Ellen Knapp (LS)

STATE OF NEW YORK  
County Of Delaware ss

On this 19<sup>th</sup> day of October in the year one thousand eight hundred and eighty one before me, the subscribers personally came Haywood Knapp and Ellen Knapp his wife to me known to be the persons described in and who executed the within instrument, and who acknowledge that they executed the same;

T Sanderson  
Notary Public

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Liber 103 pg 55

This Indenture, Made this third day of January in the year of our Lord one thousand eight hundred and eighty three BETWEEN Ella S Harper of the Town of Walton County of Delaware and State of New York and John Harper her husband. Of the first part and Henry Demelt of the Town of Franklin same County and State aforesaid of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred and Ninety Eight dollars (\$598) to her duly paid, hath sold and By these Presents doth grant and convey to the said party of the second part, his heirs and assigns, ALL THAT tract or parcel of land situate in the Town of Walton County of Delaware and State of New York and described as follows viz: Being a part of the tract of land granted to Peter V B Livingston and other in Lot No 58 of said tract deeded by Susan Ledgard to Jehial Beach October

29<sup>th</sup> 1852 and recorded in Book No 51 of Deeds on pages 172, 173 & 174. Excepting and reserving from the above described premises one hundred acres sold to James Wright and also fifty acres sold to George A Palmer, containing fifty four acres more or less.

The premises hereby conveyed includes thirtysix rods of land on the Northern side of lands sold to George A Palmer to include a spring and are the same premses conveyed by Cyrus W Winans and wife to Thaddeus Fitch, by deed dated November 18<sup>th</sup> 1875 and recorded in Delaware County Clerks Office in Liber 81 of Deeds at page 377 on the 4<sup>th</sup> day of January 1876.

With the Appurtenances and all the Estate, Title and Interest therein of the said party of the first part. And the said Ella S Harper and John Harper doth hereby covenant and agree to and with the said party of the second party of the second party, his heirs and assigns, that the premises thus conveyed, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns & she will forever Warrant and Defend against any person whomsoever lawfully claiming the same or any part thereof.

In Witness Whereof the party of the first part has hereunto set her hand and seal the day and year first above written.

Sealed and delivered in the presence of  
L F Raymond

Ella S Harper (LS)  
John H Harper (LS)

STATE OF NEW YORK

County of Delaware

Town of Franklin ss

On this 3d day of January in the year one thousand eight hundred and eighty three before me, the subscriber, personally appeared Ella S Harper and John Harper to me personally known to be the same person described and who executed the within instrument, and they acknowledge that she executed the same.

L F Raymond  
Notary Public  
Franklin NY

A true copy of the original. Recorded Mch 19<sup>th</sup> 1887 at 9 o'clock A.M. Geo F Warner CLERK

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Henry Demelt Liber 112

This Indenture, made the 25<sup>th</sup> day of July 1890 between Mathew Benedict of the town of Sidney in the County of Delaware and State of New York, committee of the person and estate of Henry Demelt a lunatic, of the first part, and Wm H Medford of the same place of the second part. Whereas by an order of the County Court of Delaware County made on the 15<sup>th</sup> day of July 1890 reciting that it appeared to the said Court that the personal estate of said Henry Demelt was insufficient for the payment of his debts and that a sale of a portion of the real estate of the said lunatic was necessary for the payment thereof, the said party of the first part, as such committee, was among other things authorized and directed to sell, at public or private sale, subject to the approbations of the Court the piece or parcel of real estate owned by said lunatic and specified in said order for the purpose of paying and discharging his debts of the said lunatic and to report the terms of sale made by him to the court on oath before any conveyance of the said premises should be executed. And whereas the said party of the first part as such committee having in pursuance of the said order on the 22d day of July 1890 made his report to the Court stating that he the committee had sold to Wm H Mudford of the town of Sidney,

Del Co, NY the piece or parcel of land specified in the order of the Court dated July 15<sup>th</sup> 1890 for the sum of \$445.00. And whereas by another order of the said Court, dated the 23<sup>rd</sup> day fo July, 1890. It was ordered that the said report and the sale therein mentioned be and the same are hereby ratified and confirmed. And it is further ordered that the said committee execute and deliver to Wm H Mudford, the purchaser in the said report mentioned a good and sufficient conveyance of the piece or parcel of land, purchased by him. Now Therefore, This Indenture, witnesseth that the said party of the first part, committee as aforesaid by virtue of the power and authority conferred upon him by the several orders above mentioned and in pursuance of the statute in such cases made and provided for and in consideration of the sum of Four hundred and forty five dollars to him in hand paid at or before the ensealing and delivery of these presents by the party of the second part the receipt whereof is hereby confessed and acknowledged has granted, bargained, sold, remised, released and conveyed and by these presents does grant, bargain, sell, remise, release and convey unto the second party his heirs and assigns forever all the right title and interest of the said lunatic of, in and to All that certain piece or parcel of land bounded and described as follows: Beginning at the centre of the highway leading from Sidney Centre to Masonville at the corner of Wm P Shaws' woods, at a heap of stones and running thence in a southerly course along the line of said Shaws' woods 24 rods to a heap of stones and runing thence in a westerly direction 20 rods to a heap of stones. Thence in a Northerly direction 24 rods to a heap of stones, at the center of the said highway. Thence along the centre of the said highway to the place of beginning containing by estimations three acres of land, be the same more or less. To have and to hold the said premises and every part and parcel thereof with the appurtenances to the said Wm H Mudford his heirs and assigns forever to his and their only proper use, befit and behoof forever, and the contract dated the 16<sup>th</sup> day of Oct 1889 in which the said premises were sold to Lewis Romm? By the said Henry Demelt is hereby, assigned & delivered this day by the first party to the second part herein.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered  
Presence of

Matthew Benedict (LS)  
Com of person & estate of  
Henry Demelt a lunatic

State of New York  
Delaware County

On this 4 day of Aug 1890 before me the ? personally came Mathew Benedict to me known to be the same person who executed the foregoing instrument and duly acknowledged that he executed the dame.

T Sanderson  
Notary Public

Geo W Crawford, Clerk

Recorded Aug 5 1890 at 4:30 PM

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Liber 134 pg 101,102

Referee's Deed in Mortgage Case      Liber 134

This Indenture, Made this 17<sup>th</sup> day of March in the year of our Lord one thousand nin hundred BETWEEN H S Sewell REFEREE in the action hereinafter mentioned of Walton, in the County of Delaware, New York, of this first part, and Marshall DeMelt of Sidney Center of the second part:

Whereas, At a Special Term of the Supreme Court of State of New York held at Walton, Del Co NY on the 27<sup>th</sup> day of January, one thousand nine hundred it was, among other things, ordered, adjudged, and decreed by the said Court, in a certain action then pending in the said Court, between Marshall DeMelt, Plaintiff Agst. Clara E Rifenback, First National Bank of Oxford, John Van Gott and Edson S Niles, Defendants.

That all and singular the premises described in a mortgage executed by Clara E Rifenback to D P Spencer % Assgnts to Plaintiff

and recorded in Delaware County Clerks's Office, in Liber 79 of Mortgages, at page 2, and being the same premises mentioned in the complaint in said action, and in said judgement described, or such part thereof as is sufficient to discharge the mortgage debt that expenses of the sale and costs of said action, and which might be sold separately without material injury to the parties interested, be sold at public auction, according to law and practice of said Court, by and under the direction of the said H S Sewell who was appointed a Referee in said action and to whom it was referred by the said judgement among other things, to make such sale; that said Referee give public notice of the time and place of such sale, according to the course and practice of said Court, and that any of the parties in said action might become a purchaser or purchasers on such sale: that the said Referee execute to the purchaser or purchasers of the said mortgaged premises, or such part or parts thereof as shall be sold, a good and sufficient deed or deeds of conveyance for the same, and pay taxes, assessments or water rates which were liens upon the property sold, etc.

And Whereas, The said Referee in pursuance of the order and judgement of the said Court, did on the 17<sup>th</sup> day of March, one thousand nine hundred, sell at public auction at the Hotel of Ohio W Evans in the Town of Sidney, Delaware County, NY the premises in the said order and judgement mentioned, due notice of the time and place of such sale being first given, presserant , to the judgement at which sale the premises hereinafter described were fairly struck off to the said party of the second part for the sum of One Thousand and Fifty Dollars, that being the highest sum bidden for the same.

Now this Indenture Witnesseth, That the said Referee, the party of the first part, to these presents, in order to carry into effect the sale so made by him as aforesaid, in pursuance of the order and judgement of said Court, and in conformity to the Statute in such case made and provided, and also in consideration of the premises, and of the said sum of money so bidden as aforesaid, having been first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth grant and convey unto the said party of the second part, all the right, title and interest which the said Clara E Rifenback the Mortgagor aforesaid, had at the time of the execution or recording of said mortgage, it being the interest in said premises which was so sold and is hereby conveyed in and to

All that Tract or Parcel of land, situate in the Town of Sidney, County of Delaware and State of New York, described as follows, being a part of Lot 17 in Walton's Upper Patent unto bounded and described as follows: Beginning at a stake and stones standing in the Southerly lines of this New York Ontario & Western RR and running Thence South 17° East 16 chs and 96 links. Thence South 71° West eight chs. Thence North 19° West 17chs. Thence North 71° East to a stake and stones fifty feet from the center of the said Rail Road. Thence to the place of beginning, containing fifteen and one/100 acres of land.

Also, All that then certain Piece of Parcel of land, situate in the Town of Sidney aforesaid described as follows, Bounded on the Norh by the New York Ontario and Western Rail Road, On the East by lands belonging to the Estate of Hoover Baker, deceased on the South by the lands of Henry Bishop, and in the West by the foregoing described parcel of land, containing about eight & 99/100 acres of land. Both of said pieces of land were conveyed to Clara E Rifenback by the Will of George Early, deceased.

To have and to hold, All and singular, the premises above mentioned and described, and hereby conveyed unto the said party of the second part his heirs and assigns forever.

In Witness Whereof, The said party of the first part, Referee as aforesaid, hath hereunto set his hand and seal

the day and year first above written.

Sealed and Delivered in the presence of  
A H Simpson

\$1.50 not Rev Stamp  
affixed & duly cancelled

H S Sewell (LS)  
REFEREE

STATE OF NEW YORK  
COUNTY OF DELAWARE ss  
Town of Sidney

On this 17<sup>th</sup> day of March in the year one thousand nine hundred before me, the subscriber, personally appeared H S Sewell, Referee etc, of the Town of Walton, New York, to me known to be the same person described in and who executed the within instrument, and acknowledged that he executed the same.

H H Simpson  
Notary Public

A true copy of the original. Recorded April 6, 1900 at 2 o'clock PM J Kennedy Hood, Clerk

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Liber 114 pg 699

This Indenture, Made this 23<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and ninety-two BETWEEN William P Shaw and Mary Shaw his wife and Emory E Shaw of the town of Sidney, Delaware County, New York of the first part, and Marshall Demelt of the same place of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Dollars (\$500.00) to them duly paid have sold, and By these Presents, does grant and convey to the said party of the second part, his heirs and assigns, ALL THAT Tract or Parcel of Land, situate in the Town of Sidney, County of Delaware and State of New York and bounded and described as follows, viz: Beginning in the center of the highway leading from Sidney Centre to Masonville at a point where the Westerly line of the NY O & W RR crosses the same and running thence westerly along the centre of said highway to the Easterly line of the lands of the second party (1884) Thence Southerly along said Demelts easterly line to the lands of Gifford Rifembark Thence Easterly along said Rifembark's Northerly line to the Westerly line of said RR Companies lands. Thence Northerly along said companies Westerly line to the place of beginning.

With the Appurtenances, and all the Estate, Title and Interest therein of the said parties of the first part. And the said William P Shaw, Mary Shaw and Emory E Shaw, parties of the first part 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 quiet and peaceable possession for the said party of the second part, his heirs and assigns they 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 the day and year first above written.

Sealed and delivered in presence of  
T Sanderson

Wm P Shaw (LS)  
Emory E Shaw (LS)  
Mary Shaw (LS)

STATE OF NEW YORK  
County of Delaware ss



Town of Sidney

On this 23<sup>rd</sup> day of March, in the year one thousand eight hundred and ninety two before me, the subscriber, personally appeared William P Shaw, Mary Shaw, and Emory E Shaw to me known to be the same persons described in and who executed the within instrument, and severally acknowledge that they executed the same.

T Sanderson  
Notary Public

A true copy of the original. Recorded May 18<sup>th</sup> 1892, at 8:30 AM Geo W Crawford CLERK

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Liber 103 pg 552

This Indenture, Made this thirtieth day of March, in the year of our Lord one thousand eight hundred and eighty five BETWEEN Gifford Rifembark of the Town of Sidney in the County of Delaware, and State of New York and Clara his wife parties of the first part, and Marshal Demelt of the same place party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of thirteen hundred and eighty two dollars to the duly paid, ha sold, and By these Presents do grant and convey to the said party of the second part, his heirs and assigns, ALL THAT Tract or Parcel of Land situate in the Town of Sidney, aforesaid, and a part of Lot No 17 in Walton Upper patent and is bounded as follows. Beginning at a stake and stones standing in the southerly line of said lot No 17 and the SW corner of the late Geo Earlys land. Thence along said Earleys line N 19 W twenty chains to the Northerly line of said lot No 17 and the lands of Wm P Shaw. Thence S 71° W along the Northerly line of said lot No 17 thirty seven rods to a stake and stones. Thence Southerly on a line parallel with the first mentioned line twenty chains to the said Southerly line of lot No 17 to a stake and stones. Thence Easterly along the said Southerly line thirty seven rods to the place of Beginning. Containing 18 <sup>3</sup>/<sub>4</sub> acres of land more or less. Also all that piece of land being a part of said lot No 17. Beginning, at the NE corner of the avobe described lands in the southerly line of said lot No 17. Thence Easterly along said line 27 <sup>1</sup>/<sub>2</sub> rods to the lands of the R R Company. Thence Southerly along the line of said RR lands 4 <sup>1</sup>/<sub>2</sub> rods to said Early land. Thence Westerly along said Early land and paralell with first mentioned line 27 <sup>1</sup>/<sub>2</sub> rods to the lands first above described. Thence N 19 °W 4 <sup>1</sup>/<sub>2</sub> rods to the place of Beginning contain- ing 3/4 of an acre of land more or less. Also the right of way to pass and repass from the end of the last described land along sais Shaws line and to the present private road, leading to the E M Ficker's house and the right of way over said private road to the highway. The party of the second part takes the above described premises subject to a certain mortgage on which there is unpaid on the first day of April 1885 the sum of Six hundred dollars, and which mortgage to that amount he assumes and agrees to pay as part of the purchase money of the premises herein convayed.

With the Appurtenances, and all the Estate, Title and Interest therein of the said part is of the first part. And the said Gifford Rifembark does hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these preents he the lawful owner and is well seized of the premises above conveyed, free and clear from all encumbrances excepting the mortgage herein named that the premises thus conveyed, in the quiet and peaceable possession fo the said party, of the second part his heirs and assigns he will forever Warrant and Defend against any person whomsoever lawfully claim- ing the same or any part thereof.

In Witness Whereof, the parties of the first part have hereunto set their hand and seals the day and year first

above written.

Sealed and delivered in the presence of  
T Sanderson

Gifford Rifenbark (LS)  
Clara E Rifenbark (LS)

State of New York,  
County of Delaware ss

On this 30<sup>th</sup> day of March in the year one thousand eight hundred and eighty five before me, the subscriber, personally appeared Gifford Rifenbark and Clara E Rifenbark to me known to be the same persons described in and who executed the foregoing instrument and severally acknowledge that they executed the same.

T Sanderson  
Notary Public

A true copy to the original. Recorded Nov 10<sup>th</sup> 1887 at 9 o'clock AM Geo T Warner, Clerk

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Liber 103 pg 87

This Indenture, Made this Ninth day of September in the year of Our Lord one thousand eight hundred and eighty four Between Marshall Demelt and Sarah Demelt his wife of the Town of Sidney in the County of Delaware and State of New York of the first part, and Henry Demelt of the Town of Franklin in the County and State aforesaid.

Witnesseth, That the said part- of the first part, in consideration of the sum of Seven Hundred dollars to them duly paid, have sold and By these presents do grant and convey to the said party of the second part, his heirs and assigns forever. All That tract piece or parcel of land situate in the Town of Sidney in the County of Delaware and State of New York, and bounded as follows, viz: Beginning at the Centre of the highway leading from Sidney Centre to Masonville, at the corner of Philander Shain's Woods lot at a heap of stones, and running thence in a southerly course along the said Shain's Woods twenty four rods to a heap of stones, thence in a westerly direction twenty rods to a heap of stones, thence in a northerly direction twenty four rods to a heap of stones at a centre of the said highway, thence along the centre of the said highway to the place of beginning, containing by estimation three acres of land be the same more or less. Also the priviledge of buying one, two or three acres of land lying west- along the said highway for seventy five dollars an acre.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part, And the said Marshall Demelt and Sarah Demelt his wife do hereby covenant and agree to and with the said party of the second party, their heirs and assigns, that the premises thus conveyed, in the quiet and peacable possession of the said party of the second part, Henry Demelt his heirs and assigns they 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 theirs hands and seals the day and year first above written.

Sealed and delivered in the presence of  
T Sanderson

Marshall Demelt (LS)  
Sarah Demelt (LS)

State of New York  
County of Delaware ss

On this 12 day of September in the year one thousand eight hundred and eighty four before me, the subscriber, personally appeared Marshall Demelt and Sarah Demelt to me known to be the same persons described in and who executed the within instrument, and severally acknowledge that may executed the same.

T Sanderson  
Notary Public

A true copy of the original. Recorded Nov 10<sup>th</sup> 1887, at 9 o'clock am Geo T Warner Clerk

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Liber 114/444

This Indenture, Made this seventeenth day of September in the year of our Lord, one thousand eight hundred and eightyfour BETWEEN Henry Demelt of Franklin the County of Delaware and State of New York of the first part, and Mary Demelt of the same place aforesaid.

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand Dollars, lawful money of the United States to him duly paid has sold, and By these Presents, does grant and convey to the said party of the second part, her heirs and assigns, ALL THAT certain piece or parcel situated in the Town of Sidney in the County of Delaware and State of New York and bounded as follows viz: Beginning at a heap of stones in the center of the highway leading from Sidney Center to Masonville at the corner of Philander Shaws woods twenty four rods to a heap of stones, thence in a Westerly direction twenty rods to a heap of stones, thence in a Northerly direction twenty four rods to a heap of stones at the center of the highway, Thence along the center of the said highway in an Easterly direction to the place of beginning containing by estimation three acres of land be the same more or less.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part, And the said Henry Demelt does hereby covenant and agree to and with the said party of the second part, her heirs and assigns, that the premises thus conveyed, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns he will forever Warrant and Defend against any persons whomsoever lawfully claiming the same or any part thereof.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in presence of Henry Demelt (LS)

STATE OF NEW YORK  
County of Delaware ss

On this twentyfourth day of October in the year one thousand eight hundred and eightyfour before me, the subscriber, personally came and Henry Demelt to me known to be the person, described in and who executed the within instrument, and he acknowledged that he executed the same.

(LS) Wm B Hanford  
Notary Public

A true copy of the original. Recorded February 11, 1892, at 11 o'clock AM Geo W Crawford CLERK

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Quit-Claim Deed

This Indenture, Made this twenty second day of October, in this year or our Lord one thousand eight hundred and ninety Between Wallace Demelt of the Town of Franklin, in the County of Delaware, and State of New York of the first part, and Abbie Demelt of the Town, County and State aforesaid.

Witnesseth, That the said party of the first part, in consideration of the sum (\$300) Three Hundred dollars, to him in hand paid by the said party of the second part, this receipt whereof is hereby confessed and acknowledge, hat bargained, sold, remised and Quit-Claimed, and by these Presents doth bargain, sell, remise and Quit-Claim unto the said party of the second part, and to her heirs and assigns forever, ALL that tract, Piece or Parcel of Land, situate in the Town of Franklin in the County of Delaware and State of New York, and being a part of Lot No 39 in Peter Van Brigh Livingston Patent, bounded, as follows; Beginning at the South West corner of said Lot No 39 and running thence North 62° East thirty chains and forty seven links to a stake and stones to a piece of land, formerly deeded by John Edgerton to Samuel Smith, thence North 27° West thirty three chains and seventy five links to a stake and stones standing in the line of lands in the possession of Hiram Fuller (in 1853) thence south 63° West six chains and fifty five links to a stake and stones, thence north 47° West one chain and ninety links to the highway, thence South 29° West twelve chains and nine links, thence South 18° West thirteen chains; thence South 54° West four chains and fifteen links to the South Westerly line of said Lot No 39, thence South 27° east eighteen chains and fifty links, on the division line of Lots nos 39 and 23, to the place of beginning, containing eighty five acres, and thirty eight rods of land, be the same more or less, and being the same land conveyed by Martin B Fish and wife to the party of the first part by Warranty Deed, bearing the date December 1<sup>st</sup> 1888, and recorded in Delawre County Clerks Office in Book No 108 of Deeds, at page 42

Together with all and singular the hereditaments and appurtenances thereto belong, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances, to Have and to Hold the said described lands and premises and every part thereof to the said party of the second part, her heirs and assigns, to the sole and only proper benefit and behoof of the said party of the second part, her heirs and assigns forever.

In Witness Whereof, The party of the first part, hath hereunto set his hand and seal the day and year first above written.

Sealed and Delivered in Presence of  
Rob T Johnson

Wallace Demelt (LS)

State of New York  
County of Delaware ss

On this 22<sup>nd</sup> day of October in the year one thousand eight hundred and ninety before me, the subscriber, personally appeared Wallace Demelt to me known to be the same person described in and who executed the within instrument, and acknowledge that he executed the same.

Robert T Johnson  
Notary Public  
Delaware County NY

A true copy of the original. Recorded July 27<sup>th</sup> 1891, at 11:45 o'clock AM Geo W Crawford, Clerk