

Premises and Disputances hereby granted, or mentioned or intended so to be to him the said Benjamin M. Shain, his heirs and assigns, to his and their own benefit and behoof for ever. And the said Luke Burton, and Elizabeth his Wife the said Land and Premises hereby granted, unto him the said Benjamin M. Shain, his heirs and assigns, against the claim or claims of them the said Luke Burton and Elizabeth his Wife, their heirs, Executors and Administrators, and against the claims of all and every other person or persons whatsoever, shall and will forever by these presents Warrant and defend. In Witness whereof the said Luke Burton and Elizabeth his wife, have hereunto set their hands and seals, the day and year first within Written

Sealed and Delivered In presence of
Wittbank, Nathl. Mitchell

Luke Burton
Betty Burton

Superior County N.Y. Be it remembered that on the ninth day of May 1792 before me the Subscriber one of the Justices of the Court of Common Pleas for the County of Superior County N.Y. Elizabeth Burton, Wife of the within named Luke Burton, party to the within Indenture, being of full age, and being by me examined, separately and apart from her husband, touching the execution of the within Deed, did declare that she became a party thereto of her own free Will and accord, without any threats of her said husband her husband In Witness whereof the said Justice have hereunto set my hand the day and year first above Written

Superior County N.Y. Be it remembered that the grantor in this Deed named came into the Court of Common Pleas held at George Town in and for the County of Superior County N.Y. on the ninth day of May 1792 and acknowledged the within Deed with the lands and premises therein specified to be the right and property of the grantor therein named according to the purport and effect thereof In Testimony whereof I have hereunto set my hand and the Public Seal of my Office to be hereunto Affixed

Wittbank
Nathl. Mitchell

Deed of Sale Samuel Paynter Junr. from Cornelius Paynter & Wife

This Indenture made the Twenty fourth day of April anno Domini One thousand seven hundred and Ninety two, Between Cornelius Paynter and Ruth his wife, late Ruth Craige of the County of Superior and State of Delaware, Shipwright of the one part and Samuel Paynter Junr. of Broadhills in the County of Superior Merchant of the other Part. Witnesseth that James Pusey and Phebe his wife by their Deed of Sale bearing date the twenty sixth day of July in the year one thousand seven hundred and and forty nine, did sell and convey unto John Daugherty for the consideration therein mentioned a certain Tract or Parcel of land and marsh, situate, lying and being on the South side of Broadhills creek in the County aforesaid, containing one hundred and twenty acres of land and marsh, being part of one equal third part of a larger Tract of land and Marsh formerly called Phillips Legmeys land, containing in the whole four hundred and twenty acres, which said land by sundry conveyances and gifts became the property of John Smith the Father of the said Phebe, and the said John Smith by his last Will and Testament devised the said land and Marsh to his four Daughters, one of which being deceased the Surviving three Daughters conformable to their Fathers last Will and Testament divided the said land and Marsh between them and mutually released to each other as by the several writings relating to the premises may more fully appear. And the aforesaid one hundred and twenty acres of land is the residue of the one equal third part, belonging to the Phebe, the wife of the said James Pusey, according to the division aforesaid and the said Phebe having herebefore conveyed part of her devised viz. Twenty one acres thereof unto John Flowers as by the said Deed Recorded in the Rolls Office at Lewis in Libro H. N. Y. Folio 231. will more fully appear and whereas the aforesaid John Daugherty by his Deed of Sale bearing date the seventh day of August in the year one thousand seven hundred and fifty did sell and convey unto William Harggard of Worcester County in the State of Maryland Blacksmithe for the consideration of one hundred and fifteen Pounds lawful money of the Delaware State aforesaid, the said one hundred and twenty acres of land and Marsh, as by the said Deed Recorded in the Rolls Office at Lewis in Libro H. N. Y. Folio 273 reference being had may more fully and at large appear which the said William Harggard during his life time held in quiet and peaceable possession, and being so seized with the aforesaid one hundred and twenty acres, with other lands, died Intestate, leaving Issue six children (and under to wit Ann who is since deceased) namely Molly, Areada, Martha, Anne, William, and Sally (alias) Sarah and whereas the said Molly intermarried with a certain John Craige and by him had issue two children viz Ruthy (the wife of Cornelius Paynter aforesaid) and John Craige, and after the death of John Craige the elder, she intermarried with a certain Isaac Smith Esqr. and afterwards died intestate, ^{leaving} by the said Isaac three children viz Sally, Jacob, and William Smith and whereas two of the Children of the said William Harggard the elder, died Intestate, and leaving no issue viz William Harggard the younger afo. and Sally Harggard. Whereupon the lands of the said William Harggard the elder were by order of the Orphans Court for the County aforesaid Divided amongst the Surviving four Children of the said William Harggard the elder, and their issue, as will appear by the Return of Rhodes Shankland Esqr. John Holland, Robert Jones, Reice Woolf & Miss Clarke, who made a Division thereof, which will plainly appear at the Registers Office for the County aforesaid, and Whereas forty acres of land & marsh, part of the aforesaid one hundred and twenty acres that were purchased by the aforesaid William Harggard the elder of John Daugherty aforesaid, were in the said division laid off for, and allotted to the heirs of Mary or Molly Smith aforesaid late the wife of John Craige, and late Molly Harggard aforesaid there being five Children viz Ruthy Craige now Ruthy Paynter party to these presents) John Craige, Sally, Jacob and William Smith who being the heirs and legal representatives, of the said Molly did hold the aforesaid forty acres of land and Marsh together and in Common. Whereupon Petition was made by Cornelius Paynter and Ruthy his Wife to the Orphans Court for the Division of the said forty acres of land, amongst the said five heirs of the said Molly, upon which the said Court ordered that Rhoads Shankland

161 John Holland Rice Wood, Robert Jones and Miss Clarke should view the said forty acres of land and Marsh to see whether it would admit of Division, who made return that the lands allotted to the heirs of the said Molly would not admit of Partition and Division amongst the heirs legal representatives of the said Molly without Prejudicing and spoiling the whole. Whereupon a Valuation was set upon the said forty acres of land that were allotted to the heirs of the said Molly, and Whereas the said Cornelius Paynter who being the eldest heir by virtue of Duthy his Wife accepted the same at the valuation thereof, and became payable to the other heirs for the same agreeable to the Valuation aforesaid. Now this Indenture Witnesseth that Cornelius Paynter, and Duthy his Wife aforesaid for and in consideration of the sum of forty pounds, good and lawful Money of the Delaware State aforesaid, to them in hand paid by Samuel Paynter Junior aforesaid, the Receipt whereof they the said Cornelius Paynter, and Duthy his wife aforesaid, do and each of them doth hereby acknowledge, and thereof fully acquit, and forever discharge the said Samuel Paynter his heirs, and assigns, and by these presents doth hereby grant, bargain, sell, alienate, remise, release, enfeoff and convey unto the said Samuel Paynter his heirs and assigns forever, and by these presents hath granted, bargained, sold, alienated, remise, released, abscond, conveyed and confirmed unto the said Samuel Paynter his heirs and assigns forever. The aforesaid forty acres of land and Marsh, being a part of the said William Paynter, the elder land and Marsh, which was allotted to the heirs of the said Molly, which said forty acres of land is butted, and bounded as follows viz. Beginning at a Post, standing in the edge of Broadkill Creek, at the edge of the County Road by the Broadkill bridge thence with John B. Dormans line South fifty one and a quarter degrees east forty perches to a Post thence South forty nine and a quarter degrees east one hundred and three Perches to a Post, thence North forty and a half degrees, east twenty four perches to a Post, thence North forty nine and a quarter degrees, west one hundred and thirty six perches, to a white Oak Stump on the edge of the Marsh, and from thence South fifty one and a half degrees, East one hundred and sixty eight Perches, to a Post, a corner of that part of land allotted to Samuel Paynter Senr. and Martha his wife, thence along the line thereof, South forty Degrees, West thirty eight Perches to a small white Oak, standing on the North edge of the County Road, being another corner of the said Saml. Paynter's wife's land, thence along the line thereof on the said Road North forty six degrees west thirty two perches to a Post another corner of the said part, thence along the line of the same South forty Degrees West thirty Perches to another corner part of the said Part of Samuel Paynter's wife's land, thence along the division line, North fifty seven and a half degrees, West one hundred and seventy Perches to a Post, standing at or near the junction of Mill and the Broadkill Creeks, thence down on the sweet water course thereof to the beginning containing Forty acres of land and marsh be the same more or less. Together with all and singular the Trees, Advantages, Houses, Improvements, and Hereditaments whatsoever to the same belonging or in any wise appertaining. To have and to hold the aforesaid forty acres of land and Marsh with the appertinances unto the said Samuel Paynter his heirs and assigns, to the only proper use benefit and behoof of the said Samuel Paynter his heirs and assigns forever, freed, cleared, exempted and Discharged, from every other former gift, grant, bargain or sale whatsoever, had, made, done, or suffered by the said Cornelius Paynter and Duthy his wife, before the sealing and delivery hereof, and the said Cornelius Paynter and Duthy his wife, for themselves and each of them, their, and each of their heirs, Executors and Administrators doth Covenant and agree to and with the said Samuel Paynter his heirs and assigns by these presents, that they the said Cornelius Paynter and Duthy his wife their, their and each of their heirs, Executors and Administrators the said forty acres of land and Marsh with the appertinances unto the said Samuel Paynter his heirs and assigns against the lawful Claim or Claims of the said Cornelius Paynter and Duthy his wife them and each of their heirs, Executors or Administrators, and all and every person or persons whatsoever, claiming or to claim by from or under them shall and will warrant and forever defend also from all manner of person or persons whatsoever will warrant and forever defend by these Presents. In Witness whereof the said Cornelius Paynter and Duthy his wife have hereunto set their hands and Seals the day and year first above Written.

Cornelius Paynter

Duthy Paynter

Signed Sealed & Delivered in the Presence of us
William Paynter, Mary ^{his} Oliver
Mark

Superior County ss. Be it Remembered that Duthy Paynter wife of Cornelius Paynter (within named) came before me the Subscriber one of the Justices of the Court of Common Pleas for the County aforesaid, and was examined private and apart from her husband, touching the Execution of the within Deed of Sale and did declare that she became a Party to the same of her own free will and accord, without any fear threats or Compulsion of her husband, In Witness whereof I have hereunto set my hand this twenty seventh day of April Anno Domini one thousand seven hundred and Ninety two.

Wittmark

Superior County ss. Be it Remembered that the Grantor in this Deed named Came into the Court of Common Pleas held at George Town in and for the County aforesaid on the tenth day of May 1792 and acknowledged the within Deed with the lands and premises therein specified to be the Right and Property of the Grantor therein named according to the Purport and Effect thereof In Testimony whereof I have the Public Seal of my Office to be hereunto affixed.

Nathl. Mitchell Protry