

Clark & Nightingale to Seth Hastings

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To All People to whom these Presents shall come

Greeting. Know ye, That *Mr. John Innes Clark & Jos. Nightingale of Providence in the County of Providence & State of Rhode Island Merchants in Company* For and in Consideration of the Sum of *three hundred pound lawful money* to us in Hand before the Enfealing hereof, well and truly paid by *Seth Hastings of Mendon in the County of Worcester & Commonwealth of Massachusetts Gentleman* — the Receipt whereof *We* do hereby acknowledge, and *our selves* therewith fully satisfied and contented; and thereof, and of every Part and Parcel thereof, do exonerate, acquit, and discharge *him* the said *Seth Hastings his* Heirs, Executors, and Administrators,

forever by these Presents: HAVE Given, Granted, Bargained, Sold, Alienated, Conveyed, and Confirmed; and by these Presents, Do, freely, fully, and absolutely, Give, Grant, Bargain, Sell, Alien, Convey, and Confirm, unto *him* the said Heirs and Assigns forever,

Seth Hastings his — One certain tract or parcel of land situate in the Town of Mendon, aforesaid containing four acres by estimation better or more or less bounded & described as follows to wit beginning at a heap of stones by the middle Hartford Road, so called, near a well thence running North forty four and an half degrees East fifteen rods & two fifths of a rod to the Center of the Road leading from Providence to Worcester and bounding South easterly on the Middle Hartford Road thence running North twenty three and an half degrees West forty two rods untill it comes to land owned by Amariah Vose and bounding North easterly upon the Road that leads from Providence to Worcester thence South seventy degrees West two and an half rods thence South forty five degrees West twelve rods and two fifths of a rod untill it comes to Colonel Philip Ammidons land, and bounding North westerly on Amariah Voses land thence South twenty five degrees East forty three rods and one eighth of a rod to the first mentioned bound taking in one half of the aforesaid Well near the first mentioned bound, and bounding South westerly in part on land of the said Colonel Philip Ammidon and in part by lands now improved by Solomon and Nathan Johnson together with all the Buildings and Offices thereon erected standing and being, or however otherwise now bounded and described; it being the same land and Buildings which *We* the said John and Joseph purchased of *Olis Whipple* of Mendon aforesaid Yeoman as by his Deed of Mortgage bearing Date the twelfth Day of December 1782 & Recorded in the Office of the Register of Deeds in the County of Worcester aforesaid will more fully appear

To HAVE and to HOLD the said granted and bargained Premises, with all the Appurtenances, Privileges, and Commodities, to the same belonging, or in any wise appertaining to *him* the said *Seth Hastings his* Heirs and Assigns forever, To his and

their only proper Use, Benefit and Behoof forever. And *We* the said *John Innes Clark & Joseph Nightingale* for our selves and *the said Seth Hastings his* Heirs, Executors, and Administrators, do Covenant, Promise, and Grant, to and with *the said Seth Hastings his* Heirs and Assigns, that before the Enfealing hereof,

We are the true, sole and lawful Owner of the above bargained Premises, and are lawfully seized and possessed of the same, in *our* own proper Right, as a good, perfect, and absolute Estate of Inheritance in Fee Simple: And have in *our selves* good Right, full Power, and lawful Authority, to Grant, Bargain, Sell, Convey, and Confirm, said bargained Premises, in Manner as aforesaid: And that *the said Seth Hastings his* Heirs and Assigns, shall and may, from Time to Time, and at all

Times forever hereafter, by Force and Virtue of these Presents, lawfully, peaceably, and quietly, Have, Hold, Use, Occupy, Possess, and Enjoy, the said demised and bargained Premises, with the Appurtenances free and clear, and freely and clearly, acquitted, exonerated, and discharged of, from all and all Manner of former or other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Wills, Entails, Jointures, Dowries, Judgments, Executions, or Incumbrances, of what Name or Nature soever, that might in any Measure or Degree obstruct or make void this present Deed.

Furthermore, *We* the said *John Innes Clark & Joseph Nightingale* for our selves and *the said Seth Hastings his* Heirs, Executors, and Administrators, do Covenant and Engage the above demised Premises to *him* the said *Seth Hastings his* Heirs and Assigns, against the lawful Claims or Demands of any Person or Persons whatsoever, forever hereafter to Warrant, Secure and Defend by these Presents.

In Witness whereof *We* the said *John Innes Clark & Lydia* Wife of the said Clark in token of her relinquishment of Dower, & *Joseph Nightingale* and *Betsy* Wife of the said Nightingale in token of her voluntary relinquishment of Dower in the aforesaid premises have hereunto subscribed our names & affixed our seals this twentieth eighth Day of September Anno Domini 1792 —
In the words above interlined corner of the Done before the execution of this Deed —
Signed sealed & delivered in presence of
John D. Murray
Jos. C. Nightingale
Rev. Dec. 19. 1792 entered and recorded

John I. Clark — (S)
Jos. Nightingale — (S)
Lydia Clark — (S)
Betsy Nightingale — (S)

Providence at Providence Sept. 29th 1792 then personally appeared *John I. Clark & Joseph Nightingale* subscribers to the within written instrument and acknowledged the same to be their voluntary act & deed with their seals thereto affixed. Before me *Daniel Cook* Jus. Peace
20th Dan. Clapp