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of the wall near a large Walnut tree, being the Southwest corner, and a corner of the said
Waters land; then North $21\frac{1}{2}^{\circ}$ West by and with said Waters land, about fifty rods, to
heap of stones, being the Northwest corner; then East about 39° North thirty rods, by and
with said Waters land to a stake at Muddy Brook (so called) being the Northeastly
corner; then turning and running down stream by and with the middle of said Brook
to a heap of stones at land of Samuel Gaskill; then West $32\frac{1}{2}^{\circ}$ South about seventeen
rods to a heap of stones by a stone wall; then South about 16° East thirty six rods to a
corner of a stone wall; thence by said stone wall about seven rods to the turn in the
road; this line bounding Easterly on said Samuel Gaskill's land; then Westerly
with said turnpike road to the bounds first mentioned, with a dwelling house, and
other buildings standing on said land. — The second tract is woodland and containing
twelve acres and eight rods situated in Milford in said County, and bounded as follows
to wit: beginning at a heap of stones being the Northwest corner on the Easterly side
of the eight rod road, (so called) thence 25° North by and with Alexander Forges land
formerly Esch Aldrich's seventy five rods to a heap of stones at Peter Cook's land;
being the Northeast corner; thence South 30° East about twenty rods to a heap of
stones at Henry Chapman's land and a corner of said Cook's; then West 22° South
by Henry Chapman's land about thirteen rods to a heap of stones; then South 29°
East ten rods to a heap of stones then West 22° South about fifty two rods to
a heap of stones by said eight rod road; thence North only by and with said road
to the first mentioned bound. — The third tract is pasture land, containing thirty
three acres and forty five rods, is situated in said Mendon, and bounded
Southeastly on Robert Allen's land; Easterly on the eight rod road, (so called)
Northwestly on Amariah Tapp; West only on a town road; being the same three par
cels of land which I conveyed in fee and in Mortgage to Seth Hastings, by my
Deed, Recorded in the Registry of Deeds for said County Book 202 Page 237,
to which reference is had. — To have and to hold the afore granted premises
to the said Water Davenport, her heirs and assigns, to her and their use and behoof
forever, And I do, for myself, my heirs, executors, and administrators, covenant
with the said Water Davenport, her heirs and assigns, that I am lawfully seized
in fee of the afore granted premises, that they are free of all incumbrances,
except the Mortgage to Seth Hastings, dated August 30th 1828, and recorded as
above mentioned; that I have good right to sell and convey the same to the said
Water Davenport; and that I will warrant and defend the same premises to the
said Water Davenport, her heirs and assigns forever, against the lawfull claims
and demands of all persons, except the Mortgage aforesaid. —
Provided nevertheless, that if the said Batharine Smith, her heirs, executors, or ad
ministrators, pay to the said Water Davenport, her heirs, executors, administrators,
or assigns, the sum of seven hundred and thirty four dollars and nine cents,
with interest from the tenth day of January last past, in two years from the
thirtieth day of August last past, then this deed, and also a certain promissory
note dated January 10, 1828, given by the said Batharine Smith, to the said
Water Davenport, to pay the same sum on demand with interest, shall
both be void; otherwise shall remain in full force. — In witness whereof,