

Sources same as on sheets for his father and grandfather, plus deeds of land transactions in Oneida Co., NY

JOHN BELKNAP JR. (NOTE 1) & LAVINA BROCK
 Son of John Belknap and Elizabeth (Ball?) (W----?) Before Daughter of David Brock and Mary Southwick of Woodstock, Conn.
 b Holland Mass 6 April 1748 b 31 March 1749
 d Probably between 1803 and 1806 d 25 Nov 1795 (date of her father's will)
 (NOTE 2) Widow of John Hinds, whom she married in 1770.
 m Probably about 1778 Daughter: Lucretia Hinds.
 Lived at Wales, Mass, in 1780 and 1783. Moved to Holland in 1783. ~~married~~
 At Holland: Signed petition for separation from Wales, 1764. Rev War service 1775-77.
 On list of householders 1783. Wife Lavina joined church Brimfield 1785. Birth of twins Foris & Caphira, 12 Aug 1788. Thereafter no record in Holland. Not found in census 1790, in any state. Next known when bought land at Lee, in Town of Western, Oneida Co NY, 8 Aug 1803. No provable record thereafter; but see NOTE 2 for subsequent history of land at Lee.

CHILDREN:

- i *Eli b Wales 16 Sept 1780 (NOTE 3) m Lydia ----- (NOTE 4)
- ii *Timothy b Wales 29 July 1783 m Annis (Candis? Candace?)
- iii *John b Holland 12 April 1784 ~~Wales 12 April 1784~~
- iv Lavina b Holland 5 April 1786
- v *Foris b Holland 12 Aug 1788 (NOTE 5) m Sarah Bateman
- vi Caphira b Holland 12 Aug 1788 (twin of Foris)

NOTE 1: In later life, known as John. But as John Jr on records at Holland, such as enlistment for military service, list of householders, etc. Term Jr is used here.

NOTE 2: Probable date of death is inferred from land deeds in Oneida County, NY, which contain some curious and unusual features. . . On 3 August 1803, John Jr (father of Eli, Timothy, John and Foris) bought land at Lee in Town of Western from Jotham Worden. Contrary to normal usage at that time, the seller did not make formal acknowledgement of the act when signing the deed. Three years later, 15 October 1806, Jotham Worden and wife Fanny appeared before a judge and signed the customary acknowledgement of their action. This was not done to facilitate a sale of the property; it was not sold till 1811. The question of why the acknowledgement was made in 1806 seems to require consideration. Some light may come from something that had happened just two days earlier. On 13 October 1806, Eli and Timothy had bought 24 acres adjoining the land that had been bought by their father in 1803 -- their first land purchase. An obvious implication is that Eli and Timothy had come into money and that there was a change in the ownership of the land their father had bought in 1803 -- making a confirmation of his purchase essential. It seems likely that the father (John Jr) had died. . . This inference is strengthened ~~by the fact that at about that time of soon thereafter, Eli~~ by the fact that at about that time of soon thereafter, Eli ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ bought more land -- location known but not the date, except as not later than 1810. . . Further support comes from

what next happened to the land that had been bought in 1803. On 27 August 1811, this 30-acre property was sold to Foris (who was in Ohio and had been for some years) by a John Belknap who seems sure to have Foris's brother John, not his father John. At the time when the deed was signed, a major change was made in its wording. Originally, the deed had read that the land was the property that had been sold by Jotham Worden in 1803 to "the said John Belknap" -- i. e. the John Belknap now selling it. But before signing, the words "the said John Belknap" were erased and merely "John Belknap" was substituted -- an apparent indication that the John Belknap now selling the land was not the John Belknap who had bought it in 1803. It seems reasonable to conclude that the father had died between 3 August 1803 and 13 October 1806, and probably not long before that 1806 date. . . . However, there is one bit of contrary evidence. When Foris came from Ohio to sell that land in 1816, the original wording "the said John Belknap" was not altered in the deed he signed. As this could be merely an oversight by a very young man, in a hurry to sell the land and return to Ohio, its significance should not be overweighted. . . . The net conclusion seems to be that on the death of John Jr his estate was shared by the sons who were in Oneida County, with the youngest of them taking the land and the older two taking the money -- and it is possible that the son John was merely taking the land in trust for his still younger brother Foris, at a time when Foris was still a minor (18 years old), and transferred it to Foris when Foris had come of age -- or within two years of that time. The fact that the consideration mentioned in the deed transferring title to Foris was only the amount that had been paid for the land in 1803, may indicate that the named consideration (\$200) was merely fictitious -- for normally the land would have sold at an increased price eight years after the original purchase. The 1811 deed may well have been not a sale but a gift, carried out in accordance with a father's wish. (Very frequently, in early years in America, it was common practice for fathers to convey their land to their youngest sons rather than leaving it to the oldest son, or letting it be merely a part of their estates.) In such instances, the father usually transferred his land to the youngest son late in his own life, when death might come soon. In one branch of the Belknap family, this practice persisted "as was customary" as late as 1881. It was an American survival of the pre-Norman custom in England called "Borough English" -- in Norman French, Tenure en burgh anglais -- land inheritance by the youngest son -- which survived in England for centuries after the Norman Conquest. Belknap

NOTE 3: Eli remained in Oneida County till 1817. Last known date there was 22 Sept 1817, sale of land before moving to French Creek, Erie Co., NY, where he remained till his death.

NOTE 4: Name of Lydia, as wife of Eli, appears on deeds of 1814 and 1817, covering sales of land at Lee. Also in census records 1820 and later, at French Creek, and in family records kept by present-day descendants (1972).

NOTE 5: Foris (variously spelled Forris, Forest, Forace but shown as Foris in deed he signed in Oneida Co. in 1816) ~~was not with his father and his brothers when they came to Oneida County. At a date not known but possibly as early as 1789 or 1793 he was taken to Ohio by Joseph and Anna (Sherman) Devereaux, who were married 30 Nov 1788 at Lanesborough, Mass., and are said to have gone to Ohio soon after marriage. This may suggest that his mother Lavina may have died at or near Lanesborough (on the old Mohawk Trail, the usual route from central Mass. to eastern NY) as early as 1789 or 1790, when Foris would have been not more than two years old, and the young Devereaux couple may have relieved his father of the care of this very young child -- nothing is known of what became of his twin sister Caphira. . . . H W Belknap, who was not aware of the existence of Foris' father John Jr, named William Belknap, Foris' uncle, as his father. Others have repeated this error.~~ probably was not with his father and his brothers when they came to Oneida County. At a date not known but possibly as early as 1789 or 1793 he was taken to Ohio by Joseph and Anna (Sherman) Devereaux, who were married 30 Nov 1788 at Lanesborough, Mass., and are said to have gone to Ohio soon after marriage. This may suggest that his mother Lavina may have died at or near Lanesborough (on the old Mohawk Trail, the usual route from central Mass. to eastern NY) as early as 1789 or 1790, when Foris would have been not more than two years old, and the young Devereaux couple may have relieved his father of the care of this very young child -- nothing is known of what became of his twin sister Caphira. . . . H W Belknap, who was not aware of the existence of Foris' father John Jr, named William Belknap, Foris' uncle, as his father. Others have repeated this error.

JOHN SHERMAN from CYB

April 20 1973

ADDENDUM to my memo 4/18

I have just been sending a copy of that memo to Gladys Gray, asking for her judgment on technical points -- as she has probably examined more early NY deeds than any other living person has. (She is professionally an expert on land titles and transfers of title in early 19th century down to the present, and I value her opinion.)

In the course of writing to her, I have noted something that I omitted to mention in my memo to you -- the part played by Judge Samuel Dill, in a day when Oneida County was sparsely settled and the work of a judge might be highly personal rather than merely bureaucratically impersonal. I think I should tell you what I see.

- The 1803 deed was acknowledged before Judge Dill, 15 Oct 1806. So he may well have known why the acknowledgment was made at that time. Or should I say that he doubtless knew why? In any case, he was in on the history of that deed, as early as 1806.
- The 1803 deed was not turned in for recording at the time of that 1806 acknowledgment. It remained in the possession of the owner of the land, whom I believe to be John III.
- It was turned in for recording when the property was transferred to Foris in 1811.
- That transfer was made in the presence of Judge Dill. He was one of the two witnesses, and then attested the acknowledgment immediately, noting the deletion of "the said John Belknap," which of course had been made before he witnessed the deed. It may well be that he prompted that change in the wording, which may have been made in his presence.
- The 1803 deed and the 1811 deed were recorded simultaneously -- even to the same hour, 30 Aug 6 PM -- indicating that they had been turned in for recording together -- and implying that the 1803 deed, with its unusual 1806 acknowledgment, which Dill already knew about, was probably present when Dill witnessed, and received the acknowledgment of, the 1811 deed.

What this seems to mean is that the transfer of title in 1811 was made in the presence of a judge who must have known the background that led to the alteration of the wording -- and may have played a part in that alteration.

This aspect of the transaction may serve to strengthen the conclusions I stated in my memo 4/18.

Dill appears on later deeds of purchases by Eli. . . But he does not appear on the 1816 deed when Foris sold the land to Pratt. That deed was executed and acknowledged before another official, who probably had no contact with the earlier deeds. It's a good guess that if Dill had been present, the failure to alter the standard wording would have been prevented.

1803 deed

Acen 15 Oct 1806 before Judge Samuel Dill
Recorded 30 Aug 180 16 PM

1811 deed ^{27 Aug}
EXEC + ~~Acen~~ before witness by Samuel Dill
and Stephen Spencer
Acen ~~same day~~ before Judge Dill
^{30 Aug}
Recorded ✓ ✓ 6 PM

~~St~~ Dill was familiar with 1803 deed and
probably knew why it was acen in 1806 -
✓ saw the change in 1811 deed
before witnessing it - and
may have prompted that change ~~before~~
which may have been made
in his presence. ~~before~~

1816 deed (w/ no change on John B) was
not exec before Dill but
before at M & Chy who did
not appear earlier.

April 18 1973

While filing the Oneida County deeds, I noted some features which you and I have not previously discussed. This has led me to make a new recapitulation of those deeds -- of which, I believe, you have copies.

In this recap, I am directing simultaneous attention to three elements: dates of transactions -- ages of persons involved -- amounts of money. The facts are written full width. My comments are indented, to separate them clearly from the facts.

1803, 8 Aug -- John Jr, for whom we have no record since the birth of his youngest son Foris in 1788, buys land in Lot 32 at Lee, Oneida County, NY, for \$200, from Jotham Worden. The deed is witnessed by two men but is not executed before a judge or other official, and is not acknowledged before an official at this time. . . Ages in 1803: John Jr 55; Ely 23; Timothy 20; John III 19; Foris (who is in Ohio with the Devereauxs) 15.

As John III was only 19, the purchaser must have been the father John Jr.

1806, 15 Oct. -- Jotham Worden and wife Fanny appear before a judge and acknowledge the 1803 deed. Nothing else happens regarding this land at this time. *Not recorded at this time.*

This acknowledgment, standing thus isolated, is so strikingly unusual as to raise at once the question "Why?" Normally, a delayed acknowledgment would have been made only when the property was being resold, so that the seller's title demanded verification. But no sale was made at this time. So we must ask, "What event or circumstances made this acknowledgment desirable now, on 15 Oct 1806? . . . What had happened two days earlier may help to answer this question.

1806, 13 Oct. -- Two days before that acknowledgment was made, Eli (aged 26) and Timothy (aged 23) bought jointly some land in Lot 33, adjoining the land their father had bought in 1803. Amount: about \$95, if my memory is correct. I have mislaid this deed. If you have a copy, you can correct the amount.

To me it seems that the obvious implication is that these two young men had come into money. The fact that their brother John III was not a party to the transaction may be explained by what happened later, in 1811 and 1816.

1808, 11 Oct -- Timothy, who has moved to Smithfield in Madison County, sells his half of the jointly purchased land in Lot 33 to Eli, for \$48. Ages: Eli 28; Timothy 25.

More indication that Eli now had money.

1809, 4 Jan -- Timothy, aged 26, buys land in Smithfield for \$225.

1809, 8 March -- Timothy, aged 26, buys more land in Smithfield, for \$50 plus assumption of a mortgage (amount of mortgage not stated).

Large amounts of money for a man of 26, in those times, in that part of the country -- for a son of a farmer.

*copy of deed
964
Timothy*

To this recapitulation one more fact should be added -- that the ¹⁸⁰³ purchase of land at Lee is the last known date of record for the father John Jr; and that careful search has not found anyone who might have been this man, in years later than 1803.

With what evidence the deeds provide, we face the task of framing an hypothesis that fits the known facts.

First, however, I should mention two questions that need to be answered. In each case the answer can be brief.

(1) What was the source of the money spent for land by Eli and Timothy?

Possibly it might have come from inheritance from their grandfather David Brook. If so, you will know the date of his death and the amount of money or salable property he left to his grandchildren.

Regardless of that possibility, the money could well have come by inheritance from their father John Jr. In those times, the people who moved were those who could finance a move: cost of travel; cost of buying new land; cost of living for at least one year on new land -- these were the minimums. The total of the money spent for land by Eli and Timothy, 1806 to 1810, was well within the capital that John Jr might be expected to have accumulated in the 15 years preceding arrival in Oneida County.

(2) Was bequest or gift of land to the youngest son a normal procedure?

Entirely normal. Back in England, Abraham's grandfather Richard probably did this; and his father Bennet certainly did. Here in America, Abraham's son Samuel did it. So did Samuel's son Ebenezer. And the record at Holland makes it seem extremely likely that John Jr's grandfather Joseph and ~~his~~ father John Jr also transferred their land to their youngest sons when they grew old. ~~Whether such a transfer was made by gift before death or by bequest, in the generations preceding John Jr, depended on the longevity of the father.~~ Whether such a transfer was made by gift before death or by bequest, in the generations preceding John Jr, depended on the longevity of the father.

With this background, then, I arrive at what seems to me to be the most likely hypothesis:

(1) John Jr died shortly before 13 Oct 1806.

(2) His two oldest sons, Eli and Timothy, inherited money that enabled them to buy land at Lee and Smithfield.

(3) The third son, John III aged 22, was given charge of his father's land in trust for the youngest son Foris, then a minor aged only 18 -- and living with the Devereaux's in Ohio.

(4) The reason for the unusual acknowledgment of the 1803 deed on 15 Oct 1806 was that the title to the property had changed hands and so its validity required confirmation. (Or, alternatively, that the title was about to change hands and so this preparatory step was necessary.)

(5) These outcomes were not those of an intestate settlement. So John Jr must have left a will -- one of the many wills that were not recorded in that period in NY.

(6) John III held the land in trust till Foris came of age, and then (within an understandable length of time) transferred the title to Foris.

(No record of land ~~XXXXXXXXXXXX~~ purchases by John III, 1806 to 1816, has been found. He may have been the John Belknap who later bought and sold land in nearby Verona, but this has not yet been fully established.)

+++++

I hope you will feel free to express disagreement, if you don't concur in my conclusions. The man who helps me most is the one who proves me wrong and keeps me from making a mistake.

DATES OF RECORD IN HOLLAND (Chiefly from Lovering, Hist. Holland)

CYB 15 July 1971

	Joseph	Wm	Sons of Joseph				Sons of John			
			Daniel	Asa	Jonathan	John	John Jr	Thomas	Elijah	John III
1756 - French & Indian War	x	x				x				
1762 Petition signers	x	x				x				
1764 - " "	x	x								
1775-77 - Rev War service			x			x	x			
1781 - Jonathan joined church			x			x	x			
1782 - Petition signers		x			x					
1782 - Jonathan baptized					x					
1782 - Taxpayers	- x		x		x	x		x		
1783 - Householders	- x				x	x				
1784 - Town officers	- x				x	x	x			
1784 - Birth John III, 12 Apr										
1785 - Lavina joined church (Brimfield)							x			x
1788 - Birth Forris							x			
1790 - Census		x								
1790 - Marriage of Thomas & birth 1st child						x		x		
1791 - Marriage of Elizabeth (Betsy) & Birth 1st child						x		x		
1793 - Taxpayers	- x		x			x				
1793 - Lavina dismissed from B church to Holland						- x			x	
1794 - Marriage of Elijah (Peru)							x			
1798 - Property owners	- x								x	
1800 - Census		x								
1800 - John probably living with Wm						x				
1800 - Wm's last yr as town officer	x									
1812 - Taxpayers -- none										
1812 -- War of 1812 service -- none										
1812 -- J Sherman appointed administrator of John's estate x (Feb 13)										
1820 -- William died at Clinton N Y x (His wife, Anna Burke, also said to have died there)		x								

NOTES:

- Lavina, wife of John Jr, died before 25 Nov 1795, place not known.
- Not appearing in this record: Joseph, son of John, born 12 April 1755. (He died intestate.)
- At time of death, John was probably living with his oldest daughter Eunice; wife of Jeremiah Sherman, who was administrator of his estate.
- John's death occurred at Holland, probably not long before 13 Feb 1812.
- William was a town officer in all but four years in period 1784-1800. Statement by Holland Town Clerk in 1934, that William "left here in 1787" was obviously incorrect.

<u>Age</u>	1803	1806	1809	1810	1811 1811	1816
John Jr 1748	55	58				
Eli 1750	23	26	28	30		
Timothy 1753	20	23	25	26		
John III 1764	19	22			27	
Foris 1788	15	18			23	28

1803	8 Aug	John Jr buys land at Lee ^{Lot 32} \$200 (area)
1806	13 Oct	Eli 26 + Timothy 23 buy ^{Lot 33} Lot in Lee \$? ^{arm at} 100
	15 Oct	John Jr purchase acknowledged by ^{Foris 18} William's wife (Foris 18)
1808	11 Oct	Tim 23 sells his $\frac{1}{2}$ to Eli 28 ^{Lot 33} \$48
1809	4 Jan	Tim 26 buys land in Smithfield \$225
	8 March	T. " " " " \$50 + assumption
1810	2 June	Eli 30 buys land in Lee ^{Lot 27} \$31.50 7 months
1811	27 Aug.	John III sells John Jr's lot to Foris 23 \$200
1816	11 July	Foris 23 sells it \$240 (master in Chancery)
1817	22 Sept	Eli sells part of Lot 27 for \$180
1814	+ May	Eli sells part of Lot 33 \$100

GLADYS GRAY CLINTON BELKNAP from CYB

April 18 1973

I need some umpires. Can I induce you to serve?

Here's the story.... In 1968 I began working with John Sherman of Hollywood on his effort to establish the parentage of his ancestor Foris Belknap who was in Licking County Ohio when my people and Clinton's were. For a long time, all we accomplished was to prove that the John Belknap who was father of Foris was not any of the Johns who had been said to be his father. But in 1972, Sherman found a trace of Foris in an area where we had not yet looked -- Oneida County NY. Then we began to solve the puzzle.

The solution hinged around three deeds:

1803, purchase of land by a John Belknap.

1811, sale of that land to Foris, by a John Belknap

1816, sale of that land by Foris.

Questions: (1) Was the 1803 John the father John Belknap Jr, or Foris's brother John Belknap III? . . . Gladys helped establish that he must be the father.

(2) Same question on the 1811 deed? . . . This still remains in dispute between Sherman and me.

The dispute arises from the conflict in wording in the 1811 and 1816 deeds.

When Sherman sold that land in 1816, the description of the property contained the following words: "being the land conveyed by Jotham Worden to John Belknap & by the said John to the party of the first part" (i.e., Foris). . . . When Sherman found these words, he reasoned that the John Belknap of the 1811 deed was obviously the same as the John in 1803 -- and therefore John Jr (the father) was still living in 1811.

Meanwhile, I had obtained the 1811 deed, and found a conflict. In that deed, as originally written, the property was described as "being the same which the said Worden conveyed by deed to the said John Belknap" (i.e., the John Belknap now signing the 1811 deed). But the words "the said John Belknap" were erased and replaced by plain "John Belknap." . . . I reasoned that this meant that the signer of the 1811 deed was not the father but the son John III, and that the father John Jr had died before the date of that 1811 deed. Sherman did not agree.

There the matter rested till last week, when I happened by sheer chance to note a most unusual feature in the original 1803 deed -- an abnormal date for the acknowledgment by the seller. This reopened the whole case and led me to restudy all the deeds in full detail.

The result is the attached memo, to Sherman . . . who still may not agree.

Of course I can be wrong in the conclusions I state in that memo. So I'll be grateful if you'll read it and tell me your judgment. (Sherman is so courteous that he won't offer real criticism; he'll just say that he's still "confused". But I need bluntness, not mere courtesy.)

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This Indenture made the eighth day of August in the year of our Lord one thousand eight hundred and threerd Between Icham Warden of Western in the county of Oneida and state of New York of the one part and John Belknap of the town of Western and county of Oneida and state of New York of the other part Witnesseth that the said Icham Warden for and in consideration of the sum of two hundred dollars cents to him in hand paid at & before the executing and delivery of these presents by the said John Belknap the receipt whereof is hereby confessed and acknowledged the granted bargained sold aliened remise released conveyed assured enfeoffed and confirmed and by these presents do grant bargain sell alien remise release convey assure enfeoff and confirm fully freely and absolutely unto the said John Belknap his heirs and assigns forever all that certain lot or tract of land being ~~part of Lot No. thirty two~~ beginning at the southwest corner of Lot No. thirty two and running thence twenty chains south eighty one deg. east thence north one Deg west fifteen chained to a small hemlock tree thence north eighty one deg west twenty chained to the west boundary bounding line of said lot thence south one deg east along said line to the place beginning containing thirty acres it being part of a tract of six thousand and seventeen acres of land and three quarters of an acre which George Deit of the City (and state) of New York by deed bearing date the sixteenth day of December in the year of our Lord seventeen hundred and ninety four conveyed unto Daniel C White of Whitestown and John Bloomfield of Burlington being part of the Lot that the said Warden now lives on. Together with all and singular the appurtenances privileges and advantages whatsoever unto the said above mentioned and described premises in any wise appertaining or belonging and the reversion and reversions remainder and remainders rents fines and profits thereof and also all the estate right title interest property claim and demand whatsoever of well in Law as in Equity of the said Icham Warden of in and to the same or any part or parcel thereof with the appurtenances To have and to hold the above granted bargained and described premises with the appurtenances unto the said John Belknap his heirs and assigns for their own proper use benefit and behoof forever And the said Icham Warden for himself for his heirs executors and administrators Do covenant promise grant and agree to and with the said heirs and assigns that the said Icham Warden at the time of executing and delivery of these presents is lawfully seized in his own right of in and to the aforesaid described premises hereby granted and conveyed with the appurtenances as a good sure perfect absolute and indefeasible estate of inheritance in the Law in fee simple without any manner of condition to alter change determine or defeat the same and hath in him good right full power and lawful authority to grant bargain sell convey and release the above said described land and premises with the appurtenances unto the said John Belknap his heirs and assigns in manner aforesaid and also that the said John Belknap his heirs and assigns shall and may from time to time and at all times and forever hereafter peaceably and quietly have hold occupy possess and enjoy the said hereby granted and bargained premises with the appurtenances and also that the said Icham Warden and his heirs and all and every other person or persons whom ever lawfully ~~and~~ equitably deriving any estate right title or interest of in or to the herein before granted premises by term under or in trust for him and them shall and will at any time or times hereafter upon the reasonable request of the said John Belknap his heirs or assigns and at the proper costs and charges in the Law of the consequences and assurances in the Law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said John Belknap his heirs and assigns forever as by the said John Belknap his heirs or assigns or his or their counsel learned in the Law shall be reasonably devised advised or required And the said and the said Icham Warden for himself his heirs executors and administrators engage to warrant and by these presents forever to defend the above described

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Wm. Woodcock

released premises and every part and parcel thereof in witness whereof the said Jotham Warden hath hereunto set his hand
 and seal the day and year first above written Jotham Warden (LS) Janny Warden. Signed sealed & delivered in the presence
 of David Webster, Levi Smith, State of New York Onida County In the fifteenth day of October one thousand eight hun-
 dred and six before me Samuel Dill one of the Judges in said for said county personally came Jotham Warden and
 Janny Warden his Wife who are ~~known~~ ^{known} to me and severally acknowledged they executed the within deed as
 their act and deed for the uses and purposes therein mentioned the said Janny Warden ~~was~~ ^{is} ~~separately~~ ^{separately}
 and apart from her said husband confessed she executed the same freely and without any fear or compul-
 sion of her said husband I have examined said deed and find the following words written on excu-
 ses noted at bottom & acknowledge to be so before signing follow the same to be recorded at B. the words (and state) in the four-
 teenth line from ^{the} top (December four enclosed Daniel) in the fifteenth line from the top Samuel Dill.
 Recorded the thirtieth day of August one thousand eight hundred and eleven at Six o'clock P.M. William H. Woodgood

This Indenture made the 21st day of July in the Year of our Lord one &
thousand Eight hundred and Sixteen 1866 Between ^{My} Boris Belknap of the town
of Martineford in the County of Washington & State of Ohio of the first part and
Silas Pratt now of Lee in the County of Oneida State of New York of the second
part Witnesseth that the said party of the first part for and in consideration of the sum
of two hundred and forty Dollars to him in hand paid by the said party of the second
part the receipt whereof is hereby Confessed and acknowledged Hath Granted
bargained sold released released released and confirmed and by these presents
warranted bargained sold released released released and confirmed unto the said party

of the second part in his actual possession now being and to his heirs and assigns
forever All that certain lot or tract of land being part of Lot Number thirty two in
the six thousand acre tract so called in See aforesaid bounded as follows Begin
-ing at the South west corner of said Lot; thence South Eighty one degrees East twenty
Chains; thence North one degree west fifteen Chains to a small Hemlock tree thence
North Eighty one degrees west twenty Chains to the west boundary line of said Lot; thence
South one degree East along said line to the place of Beginning Containing thirty acres
of land being the land conveyed by John Warden to John Belknap & by the said
John to the said party of the first part; Together with all and singular the hereditaments
and appurtenances thereto belonging or in any wise 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 bargained & described
premises to the said party of the second part his heirs and assigns to the said and only proper
use here fit and behoof of the said party of the second part his heirs and assigns forever
And the said party of the first part for himself his heirs Executors and administrators doth
Covenant Grant bargain promise and agree to and with the said party of the second
part his heirs and assigns the above bargained premises in the quiet and peaceable
possession of the said party of the second part his heirs and assigns against all and
every person or persons lawfully claiming or to claim the whole or any part of the above
mentioned and described premises with forever warrant and defense in Witness
Whereof the parties of these presents have hereunto interchangeably set their hands and
Seals the day and Year first above written John Belknap (S) Signed Sealed
and delivered in the presence of the word "Eighty" interlined & the word "six" written
partly on a Blot M. J. Darney State of New York On the Eleventh day of July 1816 before
me John Belknap to me known to be the person described in & who executed
the within Instrument & acknowledged the same to be his Voluntary act and
deed, finding no alterations but those noted I allow it to be Recorded Wheeler
Darney Clutter in City Recorded this 2^d day of May A.D. 1834 at 1/2 past 7 o'clock P.M.
Geo. Mason Clerk

This Indenture made the second day of June in the year of our Lord one thousand eight hundred and ten Between William Richmond of Western in the County of Albany and State of New York and Ruth his wife of the first part and Eli Bellnap of the same place of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of Three hundred and one dollars and fifty cents to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged Hath granted bargained sold remised released aliene and confirmed and by their presents Doth grant bargain sell remise release alien and confirm unto the said party of the second part in his actual possession now being and to his heirs and assigns forever All that certain piece or parcel of ^{situate} lands in the Six thousand more or less being apart of town number one in Schoharie parish in the County of Albany and State of New York known and distinguished in a Survey made thereof by John Young in the year 1794 as also the North half of Lot Number twenty seven which said North half is to be taken off by a parallel line with the north line of said Lot containing in said half Lot fifty one acres and one quarter an acre by the same more or less Together with all and singular the tenements and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions remainder and remainders parts parts thereof and all the estate right title interest claim or demands 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 land tenements and appurtenances To have and to hold The said above described premises with the appurtenances unto the said party of the second part his heirs and assigns to the said party only proper use benefit and behoof of the said party of the second part his heirs and assigns forever And the said parties of the first part for themselves their heirs executors and administrators Doth covenant grant bargain promise and agree to and with the said party of the second part his heirs and assigns the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part of the above mentioned and described premises well forever Warrant and Defend In witness whereof the said parties of the first part Hath hereunto set their hands and seals the day and year first above written William Richmond (L.S.) Ruth ^{his} Richmonds (L.S.) Signed sealed and delivered in presence of Elisha Wells, Albany County J. On the second day of June one thousand eight hundred and ten Before me Samuel Dill one of the Justices in and for said county personally came the within named grantors William Richmond and Ruth his wife who are known to me who severally acknowledged they executed this deed as their act & deed the said Ruth was by me examined privately and apart from her Husband and confessed she executed the same freely and without any fear or compulsion of her said Husband I have examined the said deed and find no

*OK
12-1-73
J. J. J.
10/18/10
OK
12-1-73
J. J. J.*

STATE OF NEW YORK, COUNTY OF ONEIDA SS
I, FRANK R. SENIOR, CLERK OF THE COUNTY OF ONEIDA OF THE COUNTY COURT OF SAID COUNTY
AND OF THE SUPREME COURT BOTH BEING COURTS OF RECORD HAVING A COMMON SEAL
DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL FILED, RECORDED,
FILED AND RECORDED FILED AND ENTERED OR ENTERED IN THIS OFFICE AND THAT THE SAME IS A COR-
RECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL
OF SAID COUNTY
AND COURTS ON FEB 22 1973 *Frank R. Senior*
CLERK
FACSIMILE SIGNATURE USED PURSUANT TO SEC 303 COUNTY LAW

C 842844

332 *resolves or resolutions* allow the same to be recorded Samuel Dill -
Record the Tenth day of June one thousand eight hundred & ten at Six o'clock
pm
James A. Woodford

This Indenture, made the seventh Day of January in the year of our Lord one thousand eight hundred and thirteen Between Major Wilcox and Lucy his wife of Smithfield County of Madison State of New York after first sent, and Timothy

Belknap of the town, County and State aforesaid of the second part Witnesseth, that the said parties of the first part for and in consideration of the sum of two hundred and twenty five dollars Lawful money of the State of New York to them in hand paid, by the said party of the second part, the Receipt whereof is hereby confessed and acknowledged, Have granted, bargained, sold, remised, released, aliened and confirmed unto the said party of the second part, and to his heirs and assigns forever, all of a certain lot piece or parcel of land being part of the South half known as subdivision No 6 as the same has been made by Warden Hammond of the County of Madison Eighteen fifteen sixteen ~~twenty two~~ twenty three twenty four twenty five and thirty in the second allotment of a tract called New Peterburgh in the late Canada Reservation in the now town of Smithfield and County of Madison and State of New York being situate and bounded as follows to wit beginning at the South west Corner of the aforesaid subdivision &c then Eastwardly along the township fifteen Rods then northerly parallel with the west line of the aforesaid subdivision one hundred and fifty Rods then easterly fifteen Rods parallel with the west line of the aforesaid subdivision one hundred and fifty Rods then westerly fifteen Rods parallel with the Road to the west line of the aforesaid South half &c then southerly to the place of Beginning Containing fifteen Acres, Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and the Rents, Issues, Profits, Revenues and Remainders, Parts, 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 us and to the above bargained premises, with the said hereditaments and appurtenances, I have and I hold the said granted and bargained premises to the said party of the second part, his heirs and assigns to the sole and only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever And the said parties of the first part, for themselves their heirs Executors and administrators doth Covenant grant, bargain, promise and agree to and with the said party of the second part, his heirs and assigns, the Covenant and of our to defend the above bargained premises, and to support and defend them of now being in the quiet and peaceable possession of the said party of the second part, against all and any person claiming or to claim the said premises, or any part thereof, In Witness whereof, the said parties of the first part hath hereunto set their hands and Seals the day and year first above written Henry Wilcox & Lucy Wilcox (L) Sealed and delivered in the presence of Elijah Dana State of New York ss. on this seventh day of January MDCCCX before me Corne Major Wilcox Lucy his wife and severally acknowledged to have duly executed the within deed the said Lucy on a private Examination separate & apart from her said husband acknowledged to have executed the same freely without any fear or

This Indenture made the Eighth day of March in the year of our Lord one thousand Eight hundred & nine between Samuel Morris of Smith field in the County of Orleans State of New York & Phoebe his wife of the first part & Trinity Belknap of the same place of the second part Witnesseth that the said parties of the first part for & in consideration of the sum of fifty Dollars current money of the United States to them in hand paid by the said party of the second part the receipt whereof is hereby confessed & acknowledged have granted, bargained, sold, conveyed, released & confirmed & by their presents do grant bargain, sell, convey, release & confirm unto the said party of the second part & his heirs & assigns forever all that certain tract & parcel of land situate lying & being in the town of Smith field of said State & bounded as follows Beginning at the South East corner of Lot D in the second allotment of the tract of land called New Petersburg in the late Onondaga Reservation & Running thence North three degrees East along the East line of said lot one hundred & sixty Rods thence North eighty seven degrees West eight Rods thence South three degrees West parallel to the East line of said lot one hundred & sixty Rods to the South line of said Lot thence South Eighty seven degrees East along said South line eight rods to the place of Beginning containing eight acres of land Subject & well & truly to its just proportionate part of a certain piece of land Lot D, generally & allienably to the people of the State of New York Together with all & singular the hereditaments & appurtenances thereto belonging or in anywise appertaining & the Rents & Profits, Rents issues & profits thereof & all the Estate right title interest claim or demand whatsoever of the said parties of the first part in law or equity of or to the above bargained premises with the said hereditaments & appurtenances To have & To hold the said premises above described Subject to the incumbrance & of said title said party of the second part his heirs & assigns to the only proper use the behoof of the said party of the first part his heirs & assigns forever And the said parties of the first part for themselves their heirs & assigns & administrators do Covenant agree to & with the said party of the second part his heirs & assigns the above bargained premises in the quiet & peaceable possession of the said party of the second part his heirs & assigns against all & every person or persons lawfully or equitably claiming or claiming the whole or any part thereof except as above excepted will power maintain & defend In Witness whereof the said parties of the first part have hereunto set their hands & seals the day & year first above written Samuel Morris / S / Phoebe Morris / S / Sealed & delivered in presence of Joel Dwyer Major Wilcox State of New York on the 2^d day of March MCCC XI before me George James Morris Morris & Phoebe Morris his wife with both of whom I am acquainted & who know them to be the same persons as within named & described & personally acknowledged to have duly executed the within deed the said Phoebe on a separate Examination separate & apart from her said husband acknowledged that she executed the same freely without any fear or compulsion from her husband or pursuant to the said & for no other cause do allow this deed to be recorded for Smith East Judge Com. Pleas. Mond. County

Recorded 26 March 1812 at 1 O'clock P.M. Thomas S. Johnson Secy C.P.

Western

This is the one I want.

JOHN BELKNAP to FORRIS BELKNAP
(Oneida County, N. Y. Deed Book 21, pages 266 & 267)

THIS INDENTURE made the twenty-sevent day of August in the year of our Lord one thousand eight hundred and eleven Between John Belknap of the town of Weston the county of Oneida and state of New York of the first part and Forris Belknap of the town of Waterford county of Washington and State of Ohio of the second part witnesseth that the said party of the first part for and in consideration of the sum of two hundred Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have granted bargained sold remised 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 possession now being & to his heirs and assigns forever All that certain Lot or tract of Land being part of Lot No thirty two Beginning at the Southwest corner of Lot No thirty two and running thence twenty chains south eighty one Deg east thence north one deg west fifteen chains to a small hemlock tree thence north eighty one Deg west twenty chains to the west boundary boundary line of said lot thence south one Deg east along said line to the place of beginning containing thirty acres it being part of a tract of six thousand and seventeen acres of land and three quarters of an Acre which George Scriber of the City and State of New York by deed bearing date the sixteenth day of December in the year of our Lord seventeen hundred and ninety four conveyed unto Daniel C White of Whites-town and John W. Bloomfield of Burlington being part of [a] Lot that Jotham Woram now lives on & this being the same wech the said Worden conveyed by Deed to John Belknap august the eight eighteen hundred an three, Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim or 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 unto the said Foris Belknap To have and to hold the said above described premises & hereditaments to the said party of the second part his heirs and assigns to the sole and only proper use benefit and behoof of the said party of the second part his heirs and assigns forever and the said party of the first part for himself his heirs executors and administrators Do covenant grant bargain promise and agree to and with the said party of the second part his heirs and assigns the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part of the above mentioned and described premises will forever warrant and defend In witness whereof the said party of the first part have hereunto set his hand and seal the day and year first above written. John Belknap (L S) Signed sealed and delivered in presence of [NB the words - the said John Belknapp 18 line erased & a in 17 line written on an erasure before signing] Samuel Dill Stephen Spencer, Oneida County Ss. On the thirtieth day of August in the year of our Lord one thousand eight hundred and eleven Before me Samuel Dill one of the Judges of the Court of Common please in and for said County personally came John Belknap the within grantor who is well known to me who acknowledged he executed and delivered this deed as his act and Deed the said instrument was by me examined & I find no material erasures or interlineation except those noted alow the same to be recorded Samuel Dill

Recorded the thirtieth day of August one thousand eight-hundred and eleven
at six o'clock pm.
Francis A. Bloodgood

This Indenture, Made the fourth day of May in the year of our Lord
 one thousand Eight hundred and fourteen, between Eli Belknap of the
 town of Lee in the County of Oneida, and State of New York, and Lydia his wif.
 of the first part; and Polham Worden of the same place of the second part.
 Witnesseth, that the said parties of the first part, for and in consideration of the
 sum of One hundred Dollars lawful money of the State of New York, to them in
 hand paid at or before the sealing and delivery of these presents, by the said par-
 ty of the second part; the receipt whereof is hereby acknowledged, and the said
 party of the second part his heirs, executors, and administrators, forever released &
 discharged from the same by these presents, have granted, bargained, sold, released,
 conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey
 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, situate, lying and being in the
town of Lee in the County of Oneida, and State of New York, and is known and dis-
tinguished as part of Lot number thirty three in a tract of land commonly called
the six thousand acre tract, and is the same piece of land conveyed by John W.
Bloomfield and Ann his wife to Pope Sexton by deed, bearing date the twelfth
day of October A. D. 1795, and is bounded as follows, to wit: Beginning at the south
east corner of lot No. 33, running thence north Eighty one degrees west, sixteen chains
and twenty five links to a stake and stones; thence north one degree west fifteen chains
to a stake and stones; thence south Eighty one degrees East sixteen chains and twenty
five links to a Beech Tree, thence south one degree East, fifteen chains to the place
of beginning, containing Twenty four acres of Land, be the same more or less.
Together, with all and singular, the appurtenances, privileges, advantages, and her-
editaments whatsoever, unto the said above mentioned and described premises, in
any wise appertaining or belonging and the reversion and reversions remainder and
remainders, rents, issues and profits thereof; And also, all the estate, right, title,
interest, claim and demand whatsoever, as
well in law as in equity, of the said parties of the first part, or either of them, of, in
or to the same, and every part and parcel thereof, with the appurtenances;
To have and to hold, the above granted, bargained, and described premises, with
the appurtenances, unto the said party of the second part, and to his heirs and as-
signs to his own proper use and behoof forever: And the said Eli Belknap one of
the parties of the first part for himself his heirs, executors and administrators, doth
covenant, grant promise and agree to and with the said party of the second part, his
heirs, and assigns, that he the said Eli Belknap, at the time of the sealing and de-
livery of these presents is lawfully seized in his own right, of a good, absolute and in-
alienable estate of inheritance in fee simple of, and in all and singular, the above
granted, bargained, and described premises, with the appurtenances, and hath good
right and lawful authority to grant, bargain, sell, and convey the same in manner
and form as herein written: And that the said party of the second part his heirs

and assigns, shall and may, at all times hereafter peaceably and quietly have, hold, occupy and enjoy, the above granted premises, and every part thereof with the appurtenances without any let suit trouble molestation, eviction, or disturbance of the said parties of the first part their heirs or assigns, or of any other person lawfully claiming, or to claim, by force, or under the said parties of the first part or any of them; And that free, clear, discharged, and unincumbered, of and from all former and other titles charges estates, and incumbrances, of what nature or kind soever, have, made, committed, done or suffers, or to be had, made, committed, done or suffers by the said Eli Belknap, his heirs and assigns, or by any other person or persons whatsoever, any thing having or claiming in the premises; and also, that the said parties of the first part, and their heirs, and all, and every other person or persons whatsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in or to the hereinbefore granted premises, by grant under or in trust for them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the first part his heirs and assigns, make, do, and execute or cause, or procure to be made done and executed, all and every such further and other lawful and reasonable conveyances and assurances in the law for the better and more effectually testing and confirming the premises hereby intended, to be granted, in and to the said party of the second part his heirs and assigns forever, as by the said party of the second part his heirs or assigns, or his or their counsel, learned in the law shall be reasonably devised, advised, or required; And also, that the said Eli Belknap of the first part, and his heirs the above described and hereby granted and released premises, and every part thereof, with the appurtenances unto the said party of the second part, heirs and assigns, against the said parties of the first part and his heirs, and against all persons whatsoever, lawfully claiming the whole or any part of the premises shall and will Warrant, and by these presents forever,

Deposed: In witness whereof, the said parties to these presents have hereunto interchangeably, set their hands and seals the day and year first above written: Eli Belknap L.S. Lydia Belknap L.S. Sealed and delivered in the presence of, the word "Lee" written as a witness thence north one degree west; fifteen chains to a Stake & Stone" interlined, in the description of the land, & the word "first" in 8th line from bottom written as a witness: W. Barnes: State of New York J. Wheeler Barnes a Master in Chancery for said State do certify that on the fourth day of March 1845, before me came Eli Belknap and Lydia his wife to me known to be the persons described in, and who executed the within written instrument, and severally acknowledged the same to be their voluntary act and deed; the said Lydia in a private examination separate and apart from her husband acknowledged that she executed said deed freely without any fear or compulsion of her husband; finding in said deed no material errors or interlineations, but those noted & which were made before executing: I do allow it to be recorded W. Barnes: Received this 9th day of February 1843 at 1 P. M. Jno. F. Kittle Dep. Clk.

7817

This Indenture made the twenty second day of September in the Year of our
one thousand Eight hundred and Nineteen Between Eli Belknap and
India his wife of the Town of Lee County & State of New York of the first part
and Silas Pratt of the Town and County and State aforesaid of the second
part Witnesseth that the said party of the first part for and in Consideration of the sum
one hundred and Eighty Dollars to him in hand paid by the said party of the second
part the receipt whereof is hereby Confessed and acknowledged that Granted here
by and hereafter shall receive release alien and Confirm unto the said party of the
second part in his actual possession now being and to his heirs and assigns forever
all that certain piece or parcel or Lot of Land situated in the Town of Lee County of said
and State of New York, being part of a tract of Land known by the name of Scribas
patent, being part of Lot Number twenty seven in the allotment of a six thousand
acre tract so called (in Scribas patent as above mentioned) and is taken off of the
North west corner of said Lot, being bounded as follows Beginning at the North
west corner (a Stake and Stones) of said Lot, and running upon the North line of said
Lot twenty seven Chances to a small birch tree, from thence South 1° East 11 Chances and
77 Links to a Stake and Stones (upon the Centre line in dividing of said Lot) from
thence ^{my} Easterly twenty seven Chances upon a parallel line with the North line

of said Lot to a stake from thence North 1° west 11 Chimes and 77 Links to the
place of Beginning containing twenty acres Together with all and singular
the hereditaments and appurtenances thereto belonging or in anywise ap-
- pertaining and the Reversions and Reversions hereunder and Reversions and
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 or to
the above bargained premises with the said hereditaments and appurtenances
To have and to hold the said bargained and described premises with the appurte-
- nances to the said party of the second part his heirs and assigns to the sole and full
proper use benefit and behoof of the said party of the second part his heirs and asse-
- assigns and the said parties of the first part for himself his heirs Executors and ad-
- ministrators both Covenanted Grant bargain promise and agree to and with the
said party of the second part his heirs and assigns the above bargained premises
in the Quiet and peaceable possession of the said party of the second part his heirs
and assigns against all and every person or persons lawfully claiming or to
claim the whole or any part of the above mentioned and described premises
will forever warrant and defend in Witness Whereof the parties of the present
have hereunto interchangingly set their hands and seals the day and Year first
above written Eli Belknap (S.D.) Lydia Belknap (S.D.) Signed sealed and
delivered in the presence of Prosper Rudd Asa Snow Not remembered then
on the twenty second day of September in the Year four thousand
Eight hundred and seven before me Prosper Rudd Esquire one of the
Judges of the Court of Common Pleas in and for the County of Caledonia personally
appeared Eli Belknap and Lydia his wife and severally acknowledged the
within instrument to be their respective voluntary act and deed, and that
they respectively signed sealed and delivered the same to and for the uses and
purposes therein contained, and the said Lydia being by me examined pri-
- vately and apart from her said husband acknowledged that she executed
the said instrument freely without any fear or compulsion of her said husband
and I receiving the said Eli Belknap and Lydia his wife respectively and
that they are the persons described in and who executed the said instrument, and
having examined the same instrument and finding themselves credible or
interlocutions I do allow the same to be Recorded Prosper Rudd Recorded
this 2d day of May A.D. 1834 at 1/2 past 7 o'clock P.M. T. A. Brown Clerk

11 Oct 1808

Timothy Belknap of Smithfield in the County of Madison, in the State of New-Hampshire

By Belknap of Western in the County of Orinda and State of Massachusetts,
witnesseth, That the said party of the first part, for and in consideration of the sum of
Forty Eight Dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, he doth grant, bargain, sell, remise, release, alien, and confirm, unto the said party of the second part, in his actual possession now being, and to his heirs and assigns for ever, all

That undivided half part of the following described piece or parcel of Land situate being and being in the town of Westerly in the County of Orinda and State of New-Hampshire. Known and distinguished as part of Lot No thirty three in a tract of Land commonly known by the six thousands and tract in town No one in Seneca Patent and is the same piece of Land conveyed by Deeds Eighteen and Eighteen to the parties. It bears date in the thirteenth day of October in the year Eighteen hundred and six bounded as follows: Beginning at the south east corner of Lot No thirty three, running thence north Eighty one degrees west fifteen chains and twenty five links to a Stake and stone; thence north one degree west fifteen chains to a Stake and stone; thence south Eighty one degrees East sixteen chains and twenty five links to a Beech tree; thence south one degree East fifteen chains to the place of beginning containing in said half of the above described piece of Land twelve acres be the same more or less.

Timothy
to Belknap
1808

parties to these presents in the thirteenth day of October in the year Eighteen hundred and Six, bounded as follows: Beginning at the south east corner of Lot No twenty two, running thence north Eighty one degrees west fifteen chains and twenty five links to a stake and stone; thence north one degree west fifteen chains to a stake and stone; thence south Eighty one degrees East sixteen chains and twenty five links to a Beech tree; thence south one degree East fifteen chains to the place of beginning containing in all but the above described piece of Land twelve acres be the same

Know all men by these presents, that we the Eleventh day of
October in the year of our Lord one thousand eight hundred and Eight Between
Timothy Becknape of Smithfield in the County of Madison, in the
State of New York, of the first part, and
Ely Becknape of Western in the County of Orleans State of Alabama of the second part,
witnesseth, That the said party of the first part, for and in consideration of the sum of
Forty Eight Dollars

to him in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, he has granted, bargained, sold, remised, released, aliened, and
confermed: and by these presents, do he grant, bargain, sell, remise, release, alien, and confirm, unto
the said party of the second part, in his actual possession now being, and to his heirs
and assigns for ever, all That undivided half part of the following described
piece or parcel of Land situate being and being in the town of Western
in the County of Orleans and State of New York, known and distingui-
shed as part of Lot No. thirty three in a tract of Land commonly known by
the Six thousand acre tract in town No. one in Southern Patent and in the
same piece of Land conveyed by Deft. Dexter and latter his wife to the
parties to these presents on the thirteenth day of October in the year Eight
hundred and Six, bounded as follows: Beginning at the south east-
corner of Lot No. thirty three, running thence north Eighty one degrees west
fifteen chains and twenty five links to a Stake and stone; thence north
one degree west fifteen chains to a Stake and stone; thence south Eighty
one degree East sixteen chains and twenty five links to a Beech tree; thence
south one degree East fifteen chains to the place of beginning containing
in all thirteen acres of Land to be divided between the said

1808
receded
1843

Timothy Belknap of Smithfield in the County of Madison, in the
State of New York of the first part, and
Ely Belknap of Western in the County of Oriskany State of the second part,
witnesseth, That the said party of the first part, for and in consideration of the sum of
Forty Eight Dollars

and of the sum of ^{expressed} Forty Eight Dollars in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, he ^{has} granted, bargained, sold, remised, released, aliened, and
conformed: and by these presents, do ^{he} grant, bargain, sell, remise, release, alien, and confirm, unto
the said party of the second part, in his actual possession now being, and to his heirs
and assigns for ever, all That undivided half part of the following described
piece or parcel of Land situate lying and being in the town of Western
in the County of Oriskany and State of New York. Known and distinguis-
ed as part of Lot No. thirty three in a tract of Land commonly known by
the six thousand acre tract in town No one in Sonbas Patent and is the
same piece of Land conveyed by Defto Dexter and Esther his wife to the
parties to these presents on the thirteenth day of October in the year Eight-
een hundred and six bounded as follows: Beginning at the south east
corner of Lot No. thirty three, running thence north Eighty one degrees west
fifteen chains and twenty five links to a Stake and Stone; thence north
one degree west fifteen chains to a Stake and Stone; thence south Eighty
one degrees East sixteen chains and twenty five links to a Beech tree; thence
south one degree East fifteen chains to the place of beginning containing
in said half of the above described piece of Land twelve acres be the same
more or less.

~~Know all men~~ ~~that~~ ~~these presents~~ ~~make~~ ~~me~~ ~~the~~ ~~eleventh~~ ~~day~~ ~~of~~

October in the year of our Lord one thousand eight hundred and Eight Between Timothy Belknap of Smithfield in the County of Madison in the State of New York of the first part, and

Ely Belknap of Western in the County of Oneida State of ^{the} ~~the~~ second part, witnesseth, That the said party of the first part, for and in consideration of the sum of Forty Eight Dollars

^{conveyed to him} in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ~~he~~ ^{has} granted, bargained, sold, remised, released, aliened, and confirmed: and by these presents, ~~do~~ ^{he} grant, bargain, sell, remise, release, alien, and confirm, unto the said party of the second part, in his actual possession now being, and to his heirs and assigns for ever, all

That undivided half part of the following described piece or parcel of Land situate lying and being in the town of Western in the County of Oneida and State of New York known and distinguished as part of Lot No. thirty three in a tract of Land commonly known by the six thousand acre tract in town No one in Forbes Patent and is the same piece of Land conveyed by Depe Texter and Esther his wife to the parties to these presents on the thirteenth day of October in the year Eighteen hundred and six, bounded as follows: Beginning at the south east corner of Lot No. thirty three, running thence north Eighty one degrees west sixteen chains and twenty five links to a Stake and Stone; thence north one degree west fifteen chains to a Stake and Stone; thence south Eighty one degrees East sixteen chains and twenty five links to a Beech tree; thence south one degree East fifteen chains to the place of beginning containing in said half of the above described piece of Land twelve Acres be the same

Together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, ^{or} demand whatsoever, of the said part ^{of} of the first part, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances. To have and to hold the said ~~also~~ described premises with the appurtenances.

unto the said part ^{of} of the second part, ~~his~~ heirs and assigns, to the sole and only proper use, benefit, and behoof of the said, part ^{of} of the second part, ~~his~~ heirs and assigns, for ever.

And the said part

of the first part, for ^{his} heirs, executors, and administrators,
do ~~the~~ covenant, grant, bargain, promise, and agree, to and with the said part ^{of} of the second
part, ^{his} heirs and assigns, the above bargained premises, ~~and every part and parcel thereof,~~
in the quiet and peaceable possession of the said part ^{of} of the second part, ^{his} heirs and
assigns, against all and every person or persons, lawfully claiming or to claim the whole or any part
of the ^{above mentioned and described} ~~said~~ premises, will for ever Warrant and Defend:

In Witness whereof, the said part ^{of} of the ^{first} ~~first~~ part, have hereunto ^{voluntarily} set their
and seals the day and year first above written. hands

Timothy Belknap L.S.

SIGNED, SEALED, AND DELIVERED,
IN THE PRESENCE OF

Amos W. Bloomfield.

State of New York

Orinda County - }

On this 23rd day of May 1837 before me personally
came Amos W. Bloomfield Subscribing Witness to
within deed, to me shown, and being by me sworn, testified that he re-
sides in Rome in said County, that he saw Timothy Belknap execute the
within deed, and that he knew him to be the person therein described,
and that he affixed and subscribed his name as a witness to the said
deed, at the time of its execution: N. P. Johnson Sup. Court Clerk. Re-
(4) corded this 9th day of February 1843 at 1 P.M.

Amos F. Kittle Dep. Clerk.

STATE OF NEW YORK COUNTY OF ONEIDA SE.
 I FRANK R. SENIOR CLERK OF THE COUNTY OF ONEIDA OF THE COUNTY
 OF THE SUPREME COURT BOTH VINDICATING AND RECORDING
 DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL AND RECORDED FILED AND RECORDED FILED AND RECORDED FILED AND RECORDED FILED
 AND DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL AND RECORDED FILED AND RECORDED FILED AND RECORDED FILED
 IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL
 OF SAID COUNTY
 AND COURTS ON
 JUL 20 1970
 FRANK R. SENIOR
 CLERK
 FISCAL SIGNATURE USED PURSUANT TO SEC. 903 COUNTY LAW

1816

FORIS BELKNAP to SILAS PRATT
(Oneida County, N. Y. Deed Book 65, pages 82 & 83)

THIS INDENTURE made the Eleventh day of July in the Year of our Lord one thousand Eight hundred and Sixteen Between Foris Belknap of the town of Waterford in the County of Washington & State of Ohio of the first part and Silas Pratt now of Lee in the County of Oneida & State of New York of the Second part Witnesseth that the said party of the first part for and in Consideration of the Sum of two hundred and forty Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby Confessed and acknowledged Hath Granted bargained Sold remised 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 possession now being and to his heirs and assigns forever All that certain Lot or tract of Land being part of Lot Number thirty two in the Six thousand Acre tract so called in Lee aforesaid bounded as follows Beginning at the south west corner of said Lot, thence South Eighty one degrees East twenty chains, thence North one degree west fifteen chains to a small Hemlock tree thence North Eighty one degrees west twenty chains to the west boundary line of said Lot, thence South one degree East along said line to the place of Beginning Containing thirty acres of Land being the Land Conveyed by Jotham Worden to John Belknap & by the said John to the said party of the first part Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise 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 bargained & described premises to the said party of the Second part his heirs and assigns to the Sole and only proper use benefit and behoof of the said party of the Second part his heirs and assigns forever And the said party of the first part for himself his heirs Executors and administrators doth Covenant Grant bargain promise and agree to and with the said party of the Second part his heirs and assigns the above bargained premises in the Quiet and peaceable possession of the said party of the Second part his heirs and assigns against all and every person or persons Lawfully claiming or to claim the whole or any part of the above mentioned and described premises will forever Warrant and Defend In Witness Whereof the parties of these presents have hereunto interchangeably Set their hands and Seals the day and Year first above written Foris Belknap (L S) Signed Sealed and delivered in the presence of the word "Eighty" interlined & the word "Six" written partly on a Blot W. Barnes, State of New York On the Eleventh day of July 1816 before me came Foris Belknap to me known to be the person described in & who executed the within Instrument & acknowledged the Same to be his Voluntary act and Deed, finding no alterations but those noted. I allow it to be Recorded Wheeler Barnes Master in Chy Recorded this 2d day of May A.D. 1834 at past 7 oclock P.M.
Geo. Brown Clerk

Why acknowledged
before a Master
in Chancery?

1811

Western

JOHN BELKNAP to FORRIS BELKNAP
(Oneida County, N. Y. Deed Book 21, pages 266 & 267)

THIS INDENTURE made the twenty-sevent day of August in the year of our Lord one thousand eight hundred and eleven Between John Belknap of the town of Weston the county of Ououneider and state of New York of the first part and Forris Belknap of the town of Waterford county of Washington and State of Ohio of the second part witnesseth that the said party of the first part for and in consideration of the sum of two hundred Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have granted bargained sold remised 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 possession now being & to his heirs and assigns forever All that certain Lot or tract of Land being part of Lot No thirty two Beginning at the Southwest corner of Lot No thirty two and running thence twenty chaines south eighty one Deg east thence north one deg west fifteen chaines to a small hemlock tree thence north eighty one Deg west twenty chaines to the west boundary boundary line of said lot thence south one Deg east along said line to the place of beginning containing thirty acres it being part of a tract of six thousand and seventeen acres of land and three quarters of an Acre which George Scriber of the City and State of New York by deed bearing date the sixteenth day of December in the year of our Lord seventeen hundred and ninety four conveyed unto Daniel C White of Whites-town and John W. Bloomfield of berlington being part of a Lot that Jotham Woram now lives on & this being the same wech the said Worden conveyed by Deed to John Belknap august the eight eighteen hundred an three, Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim or 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 unto the said Foris Belknap To have and to hold the said above described premises & hereditaments to the said party of the second part his heirs and assigns to the sole and only proper use benefit and behoof of the said party of the second part his heirs and assigns forever and the said party of the first part for himself his heirs executors and administrators Do covenant grant bargain promise and agree to and with the said party of the second part his heirs and assigns the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part of the above mentioned and described premises will forever warrant and defend In witness whereof the said party of the first part have hereunto set his hand and seal the day and year first above written. John Belknap (L S) Signed sealed and delivered in presence of NB the words - the said John Belknapp 13 line erased & a in 17 line written on an erasure before signing Samuel Dill Stephen Spencer, Oneida County Sa. On the thirtieth day of August in the year of our Lord one thousand eight hundred and eleven Before me Samuel Dill one of the Judges of the Court of Common please in and for said County personally came John Belknap the within grantor who is well known to me who acknowledged he executed and delivered this deed as his act and Deed the said Instrument was by me examined & I find no material erasures or interlineation except those noted alow the same to be recorded Samuel Dill
Recorded the thirtieth day of August one thousand eight-hundred and eleven at six oclock pm.
Francis A. Bloodgood

See
NB

1803

THIS INDENTURE made the eighth day of August in the year of our Lord one thousand eight hundred and three Between Jotham Worden of Western in the county of Oneida and state of New York of the one part and John Belknap of the town of Western and county of Oneida and state of New York of the other part Witnesseth that the said Jotham Worden for and in consideration of the sum of two hundred dollars cents to him in hand paid at or before the ensembling and delivery of these presents by the said John Belknap the receipt whereof is hereby confessed and acknowledged He granted bargained sold aliened remised released conveyed assured enfeoffed and confirmed and by these presents do grant bargain sell alien remise release convey assure enfeoff and confirm fully freely and absolutely unto the said John Belknap his heirs and assigns forever All that certain lot or tract of land being part of Lot No thirty two beginning at the southwest corner of Lot No. thirty two and running thence twenty chains south eighty one deg. east thence north one Deg west fifteen Chaines to a Small hemlock tree thence north eighty one deg west twenty one chaines to the west boundary boundary line of said lot thence south one deg east along said line to the place of beginning containing thirty acres it being part of a tract of six thousand and seventeen acres of land and three quarters of an acre which George Scriba of the City and state of New York by deed bearing date the sixteenth day of December in the year of our Lord seventeen hundred and Ninety four conveyed unto Daniel C. White of Whitestown and John W. Bloomfield of Burlington being part of the Lot that the said Worden now lives on. Together with all and singular the appurtenances privileges and advantages whatsoever unto the said above mentioned and described premises in any wise appertaining or belonging and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest property claim and demand whatsoever as well in Law as in Equity of the said Jotham Worden of in and to the same or any part or parcel thereof with the appurtenances To have and to hold the above granted bargained and described premises with the appurtenances unto the said John Belknap his heirs and assigns for their own proper use benefit and behoof forever And the said Jotham Worden for himself for his heirs executors and administrators Do covenant promise grant and agree to and with the said heirs and assigns that the said Jotham Worden at the time of ensembling and delivery of these presents is lawfully seized in his own right of in and to the aforesaid described premises hereby granted and conveyed with the appurtenances as of a good sure perfect absolute and indefeasible estate of inheritance in the Law in fee simple without any manner of condition to alter change determine or defeat the same and hath in him good rightfull power and lawful authority to grant bargain sell convey and release the above said described land and premises with the appurtenances unto the said John Belknap his heirs and assigns in manner aforesaid and also that the said John Belknap his heirs and assigns shall and may from time to time and at all times and forever hereafter peaceably and quietly have hold occupy possess and enjoy the said hereby granted and bargained premises with the appurtenances and also that the said Jotham Worden and his heirs and all and every other person or persons whosoever lawfully or and equitably deriving any estate right title or interest of in or to the herein before granted premises by from under or in trust for him and them shall and will at any time or times hereafter upon the reasonable request of the said John Belknap his heirs or assigns and at the proper costs and charges in the Law of the conveyances and assurances in the Law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said John Belknap

*beginning of new
section in 1806*

his heirs and assigns forever as by the said John Belknap his heirs or assigns or his or their counsel learned in the Law shall be reasonably devised advised or required And the said And the said Jotham Worden for himself his heirs executors and administrators engage to warrant and by these presents forever to defend the above described and released premises and every part and parcel thereof In witness whereof the said Jotham Worden hath hereunto set his hand and seal the day and year first above written Jotham Worden (L S) Fanny Worden. Signed sealed & delivered in the presence of David Webster, Levi Smith, State of New York Oneida County On the fifteenth day of October one thousand eight hundred and six before me Samuel Dill one of the Judges in and for said county personally came Jotham Worden and Fanny Worden his Wife who are known to me and severally acknowledged they executed the within deed as their act and deed for the uses and purposes therein mentioned the said Fanny Worden Was by me examined separate and apart from her said husband confessed she executed the same freely and without any fear or compulsion of her said husband I have examined said deed and find the following words written on erasures noted at bottom & acknowledged to be so before signing allow the same to be recorded NB the words (and state) in the fourteenth line from the top (december four conveyed Daniel) in the fifteenth line from the top Samuel Dill. 1806
Recorded the thirtieth day of August one thousand eight hundred and eleven at Six o'clock pm. Francis A. Bloodgood