

Smith in hand paid at and before, the sealing and
 delivery of these presents do grant, bargain, sell, alien, re-
 lease and confirm, unto the said Charles J. Gelford
 and to his heirs and assigns forever all that piece
 parcel and lot of Land situate being in the
 town of Greenfield in the district and State of New York, con-
 taining three acres and one quarter more or less, and bounded
 as follows, beginning at a stake, at intersection of one St
 John street, and near Sherman and Beallies corner, and
 running thence, with one of said streets seven chains to a stake
 1456, thence with my land 114, 711 five chains eight one
 link, to a stake, thence with Gilreath and Duncaes lands
 22100 eight chains and twenty links to a stake on the street,
 thence with last mentioned street, 1426 three chains and twenty
 three links to the beginning, being Lot No 1 of lands purchased
 by Gelford from Jaber Gilreath.

Together with all and singular the rights mem-
 bers hereditaments and appurtenances to the said premises
 therunto belonging or in anywise appertaining and the
 reversion and reversion, remainder and remainders, rents
 issues and profits thereof. To have and to hold the
 said lot of Land with the appurtenances, unto the said
 Charles J. Gelford his heirs and assigns forever.

Provided always, nevertheless, and it is the
 true intent and meaning of the parties to these pre-
 sents that if the said John B. Smith his, heirs execu-
 tors or administrators shall null and truly pay or cause to
 be paid, unto the said Charles J. Gelford the sum of
 seven hundred dollars with interest according to the
 said notes, above mentioned, then and from thenceforth
 the presents shall be utterly null and void, anything herein
 contained to the contrary thereof in anywise notwithstanding.
 And it is covenanted and agreed upon by and be-
 tween the parties to these presents, that until default,
 shall be made in payment, of the aforesaid sum, as before
 set forth and the interest for the same, it shall be law-
 ful to and for the said John B. Smith peaceably and quietly
 to hold use occupy possess and enjoy all and singular
 the premises above granted and released and every part thereof
 with the appurtenances, and to have receive and take
 the rents, issues and profits thereof to his own particu-
 lar use and behoof, anything herein contained to the contra-
 ry hereof in anywise notwithstanding. In witness wh-
 ereof, the said parties have hereunto set their hands
 and seals the day and year first above written,

Sealed and delivered in the presence of J. B. Smith
 of Jno W. Walker
 of G. W. Green
 C. J. Gelford

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