of intersection of the Easterly side of Nineteenth Avenue with the Southerly side of Bank Street and thence Easterly along said Southerly side of Bank Street four hundred and ten feet nine and one half inches to the point or place of beginning. Subject however to Mortgages now existing on said premises amounting in the aggregate to the sum of Fifty thousand dollars ($50000.00) with interest on Fifteen thousand dollars thereof from November 23rd 1877 and on Thirty five thousand dollars thereof, from the first day of December 1877 and also subject to all taxes and assessments levied or imposed on said premises. Also all that certain block piece or parcel of land situate, lying and being in the town of Flatbush, Kings County in the State of New York, known and distinguished by the number ten (10) on a certain map entitled "Map of Oakland in the town of Flatbush L.I. the property of William Jarvis surveyed by George Austice 1873" and filed or entered to be filed in Kings County Registers Office which said block is bounded and described as follows, Beginning on the Easterly side of the Canarsie Avenue at a point where it is intersected by the centre line of Broadway as laid down on said Map, running thence Easterly along said centre line of Broadway to the centre line of Brooklyn Avenue as laid down on said Map, thence Southerly along said centre line of Brooklyn Avenue to the centre line of Earl Street as laid down on said Map, thence Westerly along said centre line of East Street to Canarsie Avenue and thence Northerly along the Easterly side of Canarsie Avenue to the place of beginning: Subject however to a mortgage upon said premises bearing date December 1.1853. given by Francis P. Furnald to John Lefferts to secure the payment of the sum of Two Thousand and thirteen dollars with the amount of any accumulated interest thereon. And also all the following lots or pieces of land in the County of Davidson, State of Tennessee, near the city of Nashville on the corner of Ophelia Avenue and the Buena Vista pike, beginning on said corner, and running thence along said pike Northwestwardly Six hundred and fifty four, thence at right angles from said Street One hundred and fifty (150) feet to an Alley, thence Southeastwardly along said Alley Five hundred and seventy five (575) feet more or less to Ophelia Avenue, thence along said Avenue One hundred and seventy four feet six inches to the beginning, the same being lots numbers One hundred and fifty nine (159) One hundred and sixty (160) One hundred and sixty one (161) One hundred and sixty two (162) One hundred and sixty three (163) One hundred and sixty four (164) One hundred and sixty five (165) One hundred and sixty six (166) One hundred and sixty seven (167) One hundred and sixty eight (168) One hundred and sixty nine (169) and One hundred and seventy (170) of the plan of lots laid off by D.T. McGavock and others, and registered in the Registers Office of Davidson County Book No 21 page 23 to which reference is made for other particulars. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; And also all the estate, right, title interest dower and right of dower property, possession claim and demand whatsoever, as well in law as in equity of the said parties of the first part of in, and 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, his heirs and assigns, to his and their own proper use, benefit and behoof forever. Provided always and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party of the second part his executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease determine and to be void, And the said James S. Thayer for himself his heirs, executors, and administrators, doth covenant and agree, to pay unto the said party of the second part his executors, administrators or assigns, the said sum of money, and interest as mentioned above and expressed in the condition of the said bond, And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part his executors administrators and assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns, therein, at public auction, according to the act in such case made and provided; And as the Attorney of the said parties of the first part, for that purpose, by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money, (if any there shall be,) unto the said James S. Thayer party of the first part, his heirs, executors, administrators or assigns: which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said parties of the first part, their heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from or under him, her, them or either of them. In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written:

James S. Thayer. (L.S.)
Medora Thayer. (L.S.)

Sealed and delivered in the presence of.=

Six words on 19th line of 2nd page being first written over an erasure and two red lines on said 2nd page being drawn over an erasure,—

Leha. J. Brock.

State of New York, } ss.
City & County of New York, }

On this twenty ninth day of May in the year of Our Lord One thousand eight hundred and seventy eight, before me