

State of New York  
County of Wyoming ss.  
Town of Lava

On this 3rd day of April, in the year One thousand  
nine hundred and six before me, the subscribers personally appeared

Charles Kavanaugh and  
Ella F. Kavanaugh

to me personally known to be the same persons described in and who executed the foregoing  
instrument, and they severally acknowledged to me that they executed the same.

John E. Mason  
Notary Public

Received of the owner of within  
described mortgage, \$ 1.63  
being amount of tax paid thereon  
at this date, April 6, 1906

E. M. Jennings  
County Clerk

April 1-07  
Rec'd by "District" and  
\$5.00 on Receipt on the  
within  
A. B. Dineen

1, 63  
M. 316

### Mortgage.

Amount, Interest, Tax and Assessment Charges

Charles Kavanaugh  
of the  
County of Wyoming  
State of New York  
to  
Allan B. Dineen  
of the  
County of Wyoming  
State of New York

Dated April 1st 1906  
Amount, \$ 130.00  
Due,  
Interest Payable,

State of New York  
County of Wyoming ss.  
Recorded on the 6th day of  
April 1906, at  
1 o'clock P. M., in Liber 25 of  
Mortgages at the City of Lava and examined.

E. M. Jennings  
Notary Public  
Notary Public for the State of New York  
Notary Public for the State of New York  
Notary Public for the State of New York  
Notary Public for the State of New York

76.316

# This Indenture,

Made the 10<sup>th</sup> day of April in the year One thousand nine hundred and six

Between Charles Kavanagh and Ella J. Kavanagh  
his wife of Java Wyoming County New York

parties of the first part, and Allen B. Divors  
of Java Wyoming County New York

parties of the second part.  
Whereas, the said Charles Kavanagh and  
Ella J. Kavanagh are

justly indebted to the said parties of the second part in the sum of  
One thousand three hundred Dollars  
(\$1300<sup>00</sup>), lawful money of the United States, secured to be paid by ~~the~~ certain  
~~and~~ obligation bearing even date herewith, conditioned for the payment of the said sum of  
Two thousand six hundred Dollars

\$2500 To be paid as follows:  
One Hundred Dollars or more in multiples  
of One Hundred Dollars on the 1<sup>st</sup> day of  
April 1907 and one hundred Dollars or  
more in multiples of One Hundred Dollars in  
each year thereafter, <sup>on the first day of April</sup> together with the  
annual interest at the time of payment  
at the rate of five per cent per annum  
until all is fully paid

It being thereby expressly Agreed, That the whole of the said principal sum shall become due after default in the payment of any installment of principal, interest, taxes or assessments, as hereinafter provided.

Now this Indenture Witnesseth, That the said parties of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of one dollar paid by the said part y of the second part, the receipt whereof is hereby acknowledged, doth hereby grant and release unto the said part y of the second part, and to his heirs (or successors) and assigns forever,

All that Tract or Parcel of Land, situate in the Town of Java County of Myosring and State of New York, distinguished as being part of lot number twenty three Township eight range three bounded as follows: Beginning on the east line of said lot number twenty three at the distance of seven Chains four and two thirds links south of the north east corner of said lot and at the south east corner of Edward Klein's lot thence west bounding on said Klein's lot Three Chains forty seven links to his south west corner thence north bounding on his west line One Chain seventy two links to land owned by Lewi Garrett thence west bounding on lands owned by said Garrett A. B. Merrill J. M. Hammond and G. L. Hammond six Chains eighty one links thence north bounding on said G. L. Hammond's west line one chain forty four links to land owned by Amasa Barrett thence west bounding on said Barrett's land and land owned by Ira Adams and Mrs E. M. Lyon Five Chains thence north bounding on said Lyon's land Four Chains to the north bound of said lot number twenty three. thence west bounding on said north line Thirteen Chains sixty links to land owned by Orson Warren thence south bounding on said Warren's land Eight Chains sixty one links to land owned by Fred Schwab thence east bounding on land owned by said Schwab John Kerwin and Mrs J. Bassett Twenty nine chains to the east bound of said lot number twenty three thence north bounding on said east line One Chain sixty links to the place of beginning Excepting and reserving there from about one fourth of an acre of land from the north west corner hereof sold

And now owned by Dwight J. Warren.  
Containing sixteen acres of land more or less  
(See Deed Conia E. Crawford & others to Allen B. Dives  
Dated June 14<sup>th</sup> 1887 Re- Jan 9<sup>th</sup> 1889 Lib. 100 of  
Book page 363)

Together with the appurtenances; and all the estate and rights of the part *ies* of the first part in and to said premises.

To Have and to Hold the above granted premises unto the said part *y* of the second part, *his* heirs and assigns forever.

Provided Always, That if the said part *ies* of the first part, *his* heirs, executors or administrators, shall pay unto the said part *y* 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, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the said part *ies* of the first part covenants with the part *y* of the second part as follows:

FIRST.—That the part *ies* of the first part will pay the indebtedness as hereinbefore provided, and if default be made in the payment of any part thereof, the part *y* of the second part shall have power to sell the premises herein described, according to law.

SECOND.—That the part *ies* of the first part will keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee.

THIRD.—And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said part *y* of the second part after default in the payment of any installment of principal, or of interest for sixty days, or after default in the payment of any tax or assessment for sixty days after notice and demand.

In Witness Whereof, The said part *ies* of the first part *do* hereunto set *their* hands and seals the day and year first above written.

In presence of

Charles Kavanagh  
Ellis F. Kavanagh