

**MARTIN HARRIS MORTGAGE OF HIS FARM  
FOR PRINTING THE BOOK OF MORMON**

**Martin Harris Mortgage to Egbert B. Grandin**

Copy

Date: August 25, 1829

What: same tract of land or farm upon which the said Martin Harris now resides

Amount: Mortgage for 18 months for payment of \$3,000

Date due in 18 months: February 25, 1831 or Grandin could sell the property

Recorded: September 11, 1829

Source: Wayne County Book of Mortgages, Liber 3:325, Wayne County Clerk's Office, Lyons, New York

Copy of certificate:

By: Thomas Rogers 2nd

Date: February 8, 1832

What: certificate recorded in Liber 5:215 of Mortgages

Recorded: mortgage is fully paid, satisfied and discharged

Source: Wayne County Book of Mortgages, Liber 3:326, Wayne County Clerk's Office, Lyons, New York

Copy:

Date: January 28, 1832

Recorded: said mortgage is redeemed paid off, satisfied and discharged

Source: Wayne County Book of Mortgages, Liber 5:215, Wayne County Clerk's Office, Lyons, New York

**Martin Harris Mortgage Sold: Egbert B. Grandin to Thomas Rogers 2nd**

Date: October 21, 1830

What: transfer and assign the within Mortgage

Amount: \$2,000

Recorded: May 23, 1832

Source: Wayne County Book of Mortgages, Liber 5:363, Wayne County Clerk's Office, Lyons, New York

**Martin Harris to Thomas Lakey**

Date: April 1, 1831

Due dates: 1/3 on May 1, 1831; 1/3 October 1831; 1/3 October 1832

What: agrees to sell the farm on which he now resides, estimation 150 acres

Amount: \$20 for each acre [\$3,000]

Original: MS 3417, Church History Library, Salt Lake City, Utah

**Martin Harris to Thomas Lakey**

Date: April 7, 1831 on printed form

What: description of 151 acres of land more or less

Amount: \$3,000

Dates due: 1/3 \$1,000 May 1, 1831; \$1,000 October; \$1,000 October 1832

Recorded: April 11, 1831

Original: MS 3417, Church History Library, Salt Lake City, Utah

Copy

Date: April 7, 1831

What: description of 151 acres of land more or less

Amount: \$3,000

Appeared before Judge: April 11, 1831

Recorded: December 20, 1831

Source: Wayne County New York Deeds, Liber 10:515-16, Wayne County Clerk's Office, Lyons, New York

**Thomas Lakey and his wife Cynthia to John Graves**

Date: January 28, 1832

What: 151 acres and one quarter of land

Amount: \$3,300.00

Appeared before commissioner of deeds: January 28, 1832

Recorded: February 8, 1832

Source: Wayne County New York Deeds 11:128-29, Wayne County Clerk's Office, Lyons, New York

**Martin Harris Mortgage to Egbert B. Grandin, August 25, 1829**

Copy:

This Indenture, Made the twenty fifth day of August in the year of our Lord one thousand eight hundred and twenty nine between Martin Harris of the town of Palmyra in the county of Wayne & State of New York, of the first part, and Egbert B Grandin of the same place of the second part Witnesseth, that the said party of the first part for and in consideration of the sum of three thousand 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; enfeoffed and confirmed; and by these presents doth grant, bargain, sell, remise release, enfeoff and confirm, unto the said party of the second part, and to his heirs and assigns forever All that certain tract or parcel of land situate in the said town of Palmyra aforesaid bounded on the south by lands belonging to Preservid Harris on the east by Red Creek, on the north by lands belonging to Emer Harris & the highway & on the west by the east line of the town of Macedon, being the same tract of land or farm upon which the said Martin Harris now resides To have and to hold the above 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 part of the Second part, his heirs and assigns forever Provided always, and these presents are upon this express condition that if the said Martin Harris his heirs executors or administrators shall pay or cause to be paid unto the Said party of the second part, his heirs executors administrators or assigns the sum of three thousand dollars at or before the expiration of eighteen months from the date hereof, then these presents shall cease and be null and void but in case of the non=payment of the Said Sum of Money, or any part thereof, at the time above limited for the payment thereof, then and in such case it shall and may be lawful for the said party of the second part, his heirs executors administrators or assigns and the said party of the first part doth hereby empower and authorize the said party of the Second part his heirs executors, administrators or assigns to grant, bargain, sell, release and convey the said premises, or any part or portion thereof with the appurtenances, at public auction or vendue and on such sale to make and execute to the purchaser or purchasers his or their heirs and assigns forever good ample or sufficient deed or deeds of Conveyance in the Law pursuant to the statute in that case made and provided. Rendering the Surplus Moneys (if any there should be) to the said party of the first part his heirs, executors or administrators ~~or assigns~~ after deducting the costs and charges of such vendue and sale aforesaid. In witness whereof the party of the first part hath hereunto set his hand and seal the day and year first above written. The nineteenth and a part of the twentieth and twentyfirst lines obliterated before execution.

Martin Harris. [seal]

Signed Sealed and delivered in }  
in presence of Fredk Smith }

State of New York Wayne County SS. On the 26th day of August 1829, personally appeared before me Frederick Smith a Judge of Wayne County the within grantor to me known to be the person described in and who executed the within deed & acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained. Fredk Smith. [325]

A true copy of the original recorded September 11. 1829. At 12 O'clock  
M. and examined.

Daniel Chapman Dep. Clk.

Wayne County, ss: I hereby certify that on the 8<sup>th</sup> day of February 1832 a certificate was produced to me, legally executed Thomas Rogers 2<sup>nd</sup> as assigned, and by him duly acknowledged before Truman Heminway a commissioner of Deeds in and for said County, which said certificate is recorded in Liber 5 of ~~Deeds~~ Mortgages at folio 215, by which it appears that the foregoing mortgage is fully paid, satisfied and discharged

C. Foster Dep. Clk [326]

**Wayne County Book of Mortgages, Liber 3:325-26, Wayne County Clerk's Office, Lyons, New York**

Copy:

I Thomas Rogers 2nd assigned of an indenture of mortgage bearing date the twenty fifth day of August in the year one thousand eight hundred and twenty nine, and made and executed by Martin Harris then of the town of Palmyra, county of Wayne ~~and~~ state of New York to Egbert

B. Grandin of the same place, and recorded September 11th 1829 in Liber 3 of mortgages at folio 325 in the office of the Clerk of said county, do certify, that said mortgage is redeemed paid off, satisfied and discharged. Given under my hand January 28th 1832.

Executed in presence of T.

Heminway Abner F. Lakey }

Thomas Rogers 2<sup>nd</sup>

State of New York

Wayne county Js } On the twenty eighth day of January 1832 came before me Truman Heminway a commissioner of deeds for said county Thomas Rogers 2<sup>d</sup> to me known to be the same person described in and who executed the above discharge and acknowledged that he executed the same, freely for the purpose therein expressed.

Truman Heminway [215]

**Wayne County Book of Mortgages, Liber 5:215, Wayne County Clerk's Office, Lyons, New York**

**Mortgage Sold: Egbert B. Grandin to Thomas Rogers 2nd, October 21, 1830**

Copy:

For and in consideration of the sum of two thousand dollars to me in hand paid by Thomas Rogers 2<sup>nd</sup> the receipt whereof I do hereby acknowledge. I do hereby grant bargain transfer and assign the within Mortgage, and all my right title claim and demand of in and to the premises therein described of in and to all the moneys and the interest thereof intended to be secured by the within Mortgage to said Rogers and I do hereby authorize the said Thomas Rogers 2<sup>nd</sup> his executors and administrators and assigns to demand and receive the said monies, and give acquittance and discharge of the said Mortgage. Dated 21<sup>st</sup> October 1830. In pres. Of H K Jerome.  
E B. Grandin.

Wayne County ss. On this twenty third day of May AD. 1832 before me William Sisson first Judge of the said County came Hiram K. Jerome whom I know to be the subscribing witness to the above Instrument who being by me duly sworn deposed that he resides in Palmyra in said County that he saw E B. Grandin whom he knew to be the person described in and who executed the above instrument execute the same and that he subscribed his name thereto as a witness. W<sup>m</sup> Sisson.

A true Copy Recorded 23 May 1832 at ½ past 2. O'clock. P. M.

see Liber 3. of Mort. Folio. 325 Cullen Foster Dep. Clk [363]

**Wayne County Book of Mortgages, Liber 5:363, Wayne County Clerk's Office, Lyons, New York**

## Articles of Agreement Martin Harris to Thomas Lakey, April 1, 1831

### Original:

Articles of agreement made and concluded this first day of April in the year Eighteen hundred and thirty one between Martin Harris of the one part, and Thomas La[key] of the other part both of Palmyra in the county of [Wayne] and State of New York, in manner and form following: The said Martin Harris for the consid[eration] hereinafter mentioned agrees to sell to the said Thom[as] Lakey the farm on which he now resides containi[ng] by estimation one hundred and fifty acres for the sum of twenty Dollars for each acre and forthwith to obtain a correct survey of the said premises, & to give a good warranty deed of same & to give immediate possession of every thing. Always excepting & reserving the privilege of living in the house till the first of May next - The said Lakey is to have all the wheat on the ground except ten acres sown by Mr. Dike; & the one half of the said ten acres shall belong to the said Lakey after the said Dike shall harvest the same an[d] shock it up in the field. In consideration whereof the said Thomas Lakey agrees to pay to the said Martin Harris one third of the said purchase money on the first day of May next and one third in the month of October next and the remaining third in the month of October in the year Eighteen hundred and thirty two. In consideration whereof the parties bind themselves in the penal sum of five hundred Dollars being Damages assessed and agreed on by the parties - In witness whereof the parties have hereunto interchange[e]ably set their hands and seals the day and year first above written

[Signature] Martin Harris.

[Signature] Thomas Lakey

MS 3417, Church History Library, Salt Lake City, Utah

## Martin Harris to Thomas Lakey. April 7, 1831

### Original on a printed form, handwriting on form is in bold:

This Indenture, Made on the **Seventh** day of **April** in the year of our Lord one thousand eight hundred and **thirty one** between **Martin Harris of Palmyra in the county of Wayne and State of New York** - of the first part and **Thomas Lakey of Palmyra aforesaid** of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of **Three thousand Dollars** to **him** in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, aliened, remised, released and conveyed; and by these presents does grant, bargain, sell, alien, remise, release and convey, unto the said party of the second part, and to **his** heirs and assigns forever, all that certain tract or parcel of **LAND Situate in the town of Palmyra aforesaid and described as follows: (to wit) Beginning at a stake and stones standing in the line between the towns of Palmyra and Macedon in the county and state aforesaid and in the road which passes easterly from Noah Palmer's in the said town of Macedon Thence South Eighty seven Degrees and twenty minutes East seventeen chains and sixty eight links to a stake & stones thence south thirty four degrees, east one chain and fifty six links to a stake and stones - Thence south two Degrees forty five minutes West ten chains and forty nine links to a stake - Thence South Eighty Degrees East seven chains and**

sixteen links to a walnut stump - Thence South - four Degrees West Eleven chains and seventeen links to a stake and stones - Thence South Eighty - seven Degrees and thirty minutes East Eighteen chains and twenty Eight links to a stake standing in the East bank of red creek - Thence down the East bank of the said creek to a walnut stump - Thence North Eighty Six Degrees and five minutes west four chains to a small Elm tree - Thence South two Degrees and fifteen minutes west three chains and sixty five links to a stake and stones - Thence North Eighty seven Degrees and four minutes west thirty two chains and Eighty six links to a stake and stones - Thence North two Degrees and forty five minutes East five chains and fifty six links to a stake and stones - Thence North Eighty seven Degrees an[d] twenty minutes West fifteen chains and fifty links to the line between the said towns of Palmyra an[d] Macedon aforesaid - Thence North two Degrees and forty five minutes East along the said town lin[e] forty chains and sixty seven links to the place of beginning containing one hundred and fifty one acres of land and no more - together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise 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 premises above described, 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 **Martin Harris** for **himself**, **his** heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, **his** heirs and assigns, that at the time of the ensembling and delivery of these presents, **he is** well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefensible estate of inheritance in the law, in fee simple.

And that 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 thereof, **he, the said, Martin Harris** will forever WARRENT and DEFEND.

IN WITNESS WHEREOF, the party of the first part, has hereunto set **his** hand and seal the day and year first above written.

Signed, Sealed and Delivered }  
in the presents of }

[Signature] **Martin Harris** [seal]

[Signature] **Abner F Lakey**  
[Signature] **Solomon Chamberlin**

[Added on back of Indenture:]

**Wayne County Ss: On this Eleventh day of April 1831, personally came before me the within named Martin Harris to me known as the same person described in and who executed the within instrument in writing and acknowledge before me that he had freely executed and delivered the same for the purpose therein mentioned**

**Th. P. Baldwin Judge of  
Wayne County Courts –**

[On side:] **Martin Harris**  
**To**  
**Thomas Lakey**  
**Deed**

**Wayne [ ] Recorded in Liber 10 of Deeds at folio 515, Decemb[er] 4, 1831. At 4 o'clock P.M.**  
**Daniel Chapman Dep Clk**

Copy:

This Indenture made on the seventh day of April in the year of Our Lord One thousand eight hundred and thirty one between Martin Harris of Palmyra in the County of Wayne and State of New York of the first part and Thomas Lakey of Palmyra aforesaid of the second part witnesseth that the said party of the first part for and in consideration of the sum Three Thousand Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, has granted bargained Sold aliened remised released and conveyed and by these presents does grant bargain sell alien remise release and convey unto the said party of the second part and to his heirs and assigns forever all that certain tract or parcel of land Situate in the town of Palmyra aforesaid and described as follows. (to wit) beginning at a Stake and Stones Standing in the line between the towns of Palmyra and Macedon in the county and State aforesaid and in the road which ~~leads~~ passes easterly from Noah Palmer's in the said town of Macedon Thence south eighty seven degrees and twenty minutes East seventeen chains and Sixty Eight links to a Stake & Stones thence South thirty four degrees, east one chain and fifty Six links to a Stake and Stones thence South two degrees forty five minutes west ten chains and forty nine links to a Stake Thence - South Eighty Degrees East Seven chains and Sixteen links to a walnut Stump thence South four degrees west Eleven chains and Seventeen chains [*sic*; links] to a Stake and Stones Thence South eighty Seven degrees and thirty minutes east eighteen chains and Twenty eight [515] links to a Stake Standing in the east bank of Red Creek. Thence down the east bank of the said Creek to a walnut Stump thence north Eighty Six degrees and five minutes west four chains to a small Elm tree Thence South two degrees and fifteen minutes west three chains and sixty five links to a Stake and Stones Thence north Eighty seven degrees and four minutes West thirty two chains and Eighty Six links to a Stake and Stones thence north two degrees and forty five minutes east five chains and fifty Six links to a Stake and Stones thence North eighty seven degrees and twenty minutes West fifteen chains and fifty links to the line between the Said towns of Palmyra and Macedon aforesaid thence north two degrees and forty five minutes east along the Said town line forty chains and Sixty seven links to the place of beginning containing one hundred and fifty one acres of land and no more 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 premises above described 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 Martin Harris, for himself his heirs executors and administrators does covenant grant bargain and agree to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of

these presents he is well seized of the premises above conveyed as of a good sure perfect absolute and indefensible estate of inheritance in the law in fee simple. And that 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 thereof he the said Martin Harris will forever warrant and defend. In witness whereof the party of the first part has hereunto set his hand and Seal the day and year first above written.

Signed Sealed and Delivered in the }  
presents of Abner F Lakey Solomon Chamberlin } Martin Harris [seal]

Wayne County fs. On this eleventh day of April 1831, personally came before me the within named Martin Harris to me known as the same person described in and who executed the within instrument in writing and acknowledge before me that he had freely executed and delivered the same for the purpose therein mentioned Th P Baldwin Judge of Wayne County Courts

A true copy recorded December 20, 1831 at 4 o'clock P.M.

Affidavit in Bk 13 of Misc Rec. pag[e] 295 Daniel Chapman Dep Clk [516]

**Wayne County New York Deeds, Liber 10:515-16, Wayne County Clerk's Office, Lyons, New York**

**Thomas Lakey and his wife Cynthia to John Graves,  
January 28, 1832**

Copy:

This Indenture, made the twenty eighth day of January in the year of our Lord one thousand eight hundred and thirty two, between Thomas Lakey and his wife Cynthia his wife of Palmyra in the county of Wayne and state of New York, of the first part, and John Graves of Walworth in the county and state aforesaid of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Thirty three hundred dollars 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 aliened remised, released and conveyed, and by these presents do grant bargain, sell, alien remise, release, and convey unto the said party of the second part, and to his heirs and assigns forever, all that certain tract or parcel of land, situate in the town of Palmyra aforesaid and described as follows, beginning at a stake standing in the road running east from Noah Palmer's, Macedon, towards Phineas Bills in Palmyra, the stake said stake standing on the town line which divides the aforesaid towns, thence south eighty seven degrees and twenty minutes east seventeen chains and sixty eight links to a stake and stones thence south one degree and fifteen minutes east west eleven chains, and seventy links to a stake, thence south eighty degrees east, seven chains and seventy seven links to a walnut stump, thence south four degrees west eleven chains and seventeen links to a stake and stones, thence south eighty seven degrees and thirty minutes east eighteen chains and twenty eight links to a stake on the east bank of Red Creek thence along the east bank of the said creek to a walnut stump, thence eighty six degrees and five minutes west four chains to a stake near a small elm tree; thence south two degrees and fifteen minutes east west three chains and sixty five links to a stake and stones, thence north, eighty seven degrees and four minutes west thirty two chains and eighty six links to a stake and stones, thence north two degrees and forty five minutes east five chains and fifty six links to a stake and stones, thence north eighty seven degrees and



twenty minutes west fifteen chains and fifty links to a stake standing on the aforesaid town line, thence north two degrees and forty five minutes east, forty chains and sixty seven links along the said town line to the place of beginning, containing one hundred and fifty one acres and one quarter of land and no more, 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 premises above described 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 Thomas Lakey for himself his heirs, executors, and administrators does covenant grant bargain and agree to and with the said party of the second part, his heirs and assigns that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed as of a good sure perfect absolute and indefensible estate of inheritance in the law in fee simple, always reserving and excepting a claim of dowry by Lucy Harris wife of Martin Harris [128] And that 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 thereof, always excepting the claim of dower by Lucy Harris aforesaid he the said Thomas Lakey will forever warrant and defend. In witness whereof the party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence  
of Abner F. Lakey, Moses Tadley }

Thomas Lakey [seal]  
Cynthia Lakey [seal]

State of New York

Wayne County fs.) On this twenty eighth day of January 1832 came before me Truman Heminway a commissioner of deeds for said county Thomas Lakey and Cynthia his wife to me known to be the same persons described in and who executed the within deed, and severally acknowledge that they executed the same, and the said Cynthia being examined by me separate and apart from her said husband acknowledged that She executed the same freely without any fear or compulsion from her said husband.

Thuman Heminway

A true copy recorded 8 February 1832 at 1 o'clock P. M.

Cullen Foster. Dep. Clerk [129]

**Wayne County New York Deeds 11:128-29, Wayne County Clerk's Office, Lyons, New York**