

**Volume 24**  
**Holland Land Company**  
**Articles of Agreement**  
**116 pp , 4 p index**  
**12 ½ “ x 15 ½”**

The early settlers signed articles of agreement to purchase land from the Holland Land Company. These printed forms include a description of the property, and sometimes an outline map. When the property was finally paid for the company issued a deed, which was then registered in the county courthouse.

These articles of agreement are randomly arranged.  
The index was prepared by Horace A. Foote, 1893.

# Index (by H. M. A. Foster 1893)

Adams Justus	Contract	Oct 21 - 1815	35
"Adams bay or Van Buren Harbor		6-12 NP 38 50 @ 5/4	
Burge, John	<del>Contract</del> Mortgage	March 11 1820	23
Cheney Ebenezer	Contract	May 11 1814	39
		1-10-47 234 @ 2 3/4	
do do	Contract	May 30 1814	9
		1-10 SP 128 Transferred to Horatio Dix deeded to Taylor Aldrich	
do do	Contract	May 30 1814	73
		1-10 - SP 37 Transf: to Ebenezer Davis	
do do	Contract	Oct 26 - 1821	92
		2-10 NP 37 123 @ 3 7/8	
do do	Contract	Oct 26 1821	113
		2-10 - NP 37 123 @ 3 7/8	
Cole Seth		March 6 - 1805	97
Cowden Samuel	Contract	July 15 1822	71
		2-10 EP 1/3 157 99 @ 3 7/8	
Cooley Daniel Jr (Laona)	Contract	Sept 18 1806	17
		5-12 part 47 163 @ 2 1/4	
Cornell Alvan	Contract	Dec 10 - 1830	61
		1-12 NP 6 (Murdered his wife in Jameson and died insane in Auburn prison)	
Chapin Cyrenus		Jan 15 1805	97
Dunbar Wm	Contract	July 8 1816	111
		1-11 NP 7 100 @ 6 00	
Griswold Jonathan	Contract	Jan 25 1812	59
		6-11 NP 36 Land to Shendan on Road from Buffalo to Erie	

Garnsey, Daniel G - Contract Nov 29 1816 } - 5  
 near Dunkirk - on Lake Erie 6-12-2013  
 237 c 500

Hammon Abel Contract May 20 1815 } - 27  
 deed to Morse to 1-10-29  
 150 c 4 1/2

Higley Oliver Contract March 30 1829 } - 51  
 2-11-49  
 71 c 3 1/2

Jones Levi - Contract May 30 1814 } - 95  
 "A fine lot" 1-10-24  
 afterwards owned by Rufus Pier 440 c 2 3/4

Lasall Nathan Contract Oct 25 1813 } - 83  
 ("Rendered by Eben Cheney 1821") 2-10-37  
 369 c 3 00

do do Contract May 11 1814 } - 33  
 ("Ren<sup>d</sup> by Eben Cheney 1828") 2-10-37  
 80 46  
 123 c 2 3/4

Munn Marzena Contract Nov 6 1805 } - 69  
 land in Shen dau on road from Buffalo to Erie 6-11-7  
 385 for \$887<sup>50</sup>

M<sup>c</sup>Clintock Thomas Contract Dec 31 1803 } - 43  
 (Fredonia Pioneer) 6-12-14  
 359 c 2/4

Pier, Daniel - Mortgage May 16 1820 - 85

Platner, Henry M - Contract Mar 30 1829 } - 49  
 2-11-49 53  
 100 c 3 56

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2013

Rumyan Benjamin	Contract June 25 <sup>th</sup> 1816 1-11-part of 58 100 c 5 <sup>oz</sup>	103
do do	Contract June 25 <sup>th</sup> 1816 1-11-part of 58 100 c 5 <sup>oz</sup>	105
Redfield, Herman J	Contract Feb 10 <sup>th</sup> 1811 Land in Village of Mayville 20 acres c 7 <sup>oz</sup>	3
Russell Robert	Contract Nov 22 <sup>nd</sup> 1814 1-10 88 part 57 167 c 4 <sup>oz</sup>	11
Scott John	Contract March 7 <sup>th</sup> 1805 6-11-part of 61 (after wards Drm. Receiver at Mayville) 250 c 2 <sup>1/2</sup>	29
Sears William	Contract March 24 1815 2-10-88 27 Res deed by James Hall & Robert Conran	45
Silsbee John	Mortgage June 7 <sup>th</sup> 1819 Land on Chaut Lake 3-13 AP 17 70 acres	44
Turner Matthew	Contract Oct 26 <sup>th</sup> 1811 1-10-88 53 175 c 2 <sup>1/2</sup>	15
Tobey Alden	Contract Mar 10 <sup>th</sup> 1815 1-10-88 37 177 c 4 <sup>oz</sup>	93
Wallis Elisha	Contract July 15 1811 Land in Village of Mayville 16 <sup>26</sup> / <sub>100</sub> c 7 <sup>oz</sup> Transf to W Lincoln	21
Williams Richard	Contract April 1 <sup>st</sup> 1808 5-12 24	81
Wilder William	August 13 1805 482 acres c 2 <sup>1/2</sup> 373 c 2 <sup>1/2</sup> - 6-11-27	97

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD NY 2012



# ARTICLES OF AGREEMENT, INDENTED MADE, CONCLUDED AND FULLY ACCEDED UPON

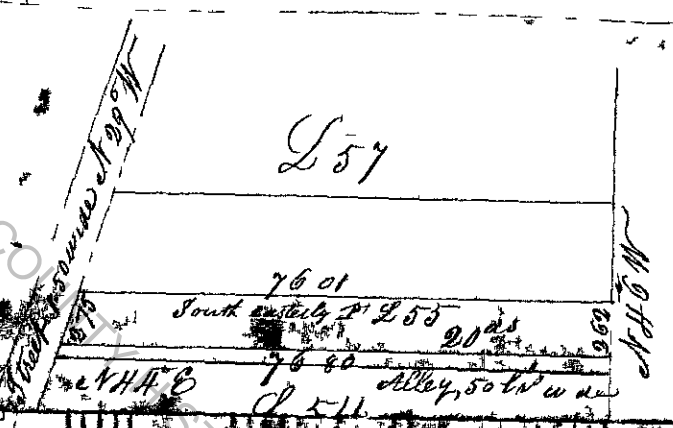
10<sup>th</sup> Day of February in the Year of our Lord one thousand eight hundred and eleven Between Willem Willin' Puter Van Eeghen, Hendrik Vollenhoven, Puzzer Jan Schummelpenninck, Wilhem Willin' the younger, Jan Willink the younger Son of Jan Jan Gabriel Van Staphors, Cornelis Vollenhoven and Hendrik Seze, all of the City of Amsterdam in the Republic of Batavia by Joseph Ellcott, their Attorney of the County of Chautauque and State of New York

PART WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of one hundred & forty Dollars following that is to say the sum of Fourteen Dollars immediately upon the executing of these Presents and next with lawful interest thereon from the date hereof and the remaining sum of one hundred & twenty six Dollars

said Instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be due and unpaid - The first of the said Instalments and annual payments of Interest to commence on the 10<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and eleven NOW HEREFOR, in consideration thereof the said parties of the first part for themselves, their Heirs, Executors and Administrators do by these Presents covenant promise and agree, to and with the said party of the second part his Heirs, Executors and Administrators do by these of the first part their Executors, Administrators or Assigns or any of them shall and do well and truly pay, or cause to be paid unto the said parties the Tenor and Effect of the Covenants and Agreements herein after contained on the part of the said party of the second part and shall on or before the 1<sup>st</sup> day of November next erect or cause to be erected on the Lot of Land and Premises herein after described or some part thereof a Messuage fit for the habitation of man, not less than 18 feet square and reside therein during the term of three years next ensuing and that on or before the 1<sup>st</sup> day of September next not less than

3 Acre of the said Tract of Land shall be well cleared and fenced according to the Tenor and Effect of the Covenants and Agreements herein after contained on the part of the said party of the second part that then and in such case the said parties of the first part their Heirs and Assigns shall and will well and sufficient in grant bargain, sell release, convey confirm and assure to the said party of the second part and to his Heirs and Assigns forever or to whom he or they shall appoint or direct ALL that certain Tract of Land situate, lying and being in the Village of Mayville in the County of Chautauque in the State of New York being part or parcel of Worcester Township which on a Map or Survey of divers Tracts or Townships of Land of the said party of the first part, made for the Proprietors by JOSEPH ELLCOTT Surveyor and distinguished by Township No 3 & 4 in the 18<sup>th</sup> Range of the said Township and which said Tract of Land on a certain other Map or Survey of part of said Township into Village Lots, made for the said Proprietors by the said JOSEPH ELLCOTT, is distinguished by Lot No the south easterly part of Lot No 55 in the said Village

according to the following plan, containing Twenty Acres be the same more or less



PROVIDED ALWAYS, that if Default shall be made in the performance of the covenants next herein after contained on the part of either of them then the said covenant next herein before contained on the part of the said parties of the first part, shall become void and of no effect and the said party of the second part, for himself, his Heirs, Executors, and Administrators doth covenant promise and agree, to and with the said parties of the first part their Executors, Administrators, and Assigns, that he will well and truly pay to the said parties of the first part their Executors, Administrators, and Assigns, the said sum of

one hundred & twenty six Dollars next with lawful interest thereon from the date hereof, and the said remaining sum of one hundred & twenty six Dollars in Four equal yearly Instalments together with the lawful Interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned the first of the said Instalments and annual payments of Interest, to commence on the 10<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and eleven and will also erect or cause to be erected on the said Premises or some part thereof a Messuage fit for the habitation of man, of the dimensions herein before mentioned, and will live and reside, or cause a family to live and reside therein, during the term of three years next ensuing and that on or before the 1<sup>st</sup> day of September next not less than three Acre of the said Tract of Land shall be well cleared and fenced adjoining the Erie Street

IN TESTIMONY WHEREOF the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written

SIGNED SEALED AND DELIVERED, IN THE PRESENCE OF

Benjamin Knapp  
 Wilhem Willink  
 Peter Van Eeghen  
 Hendrik Vollenhoven  
 Puzzer Jan Schummelpenninck  
 Wilhem Willink the younger  
 Jan Willink the younger for Jan

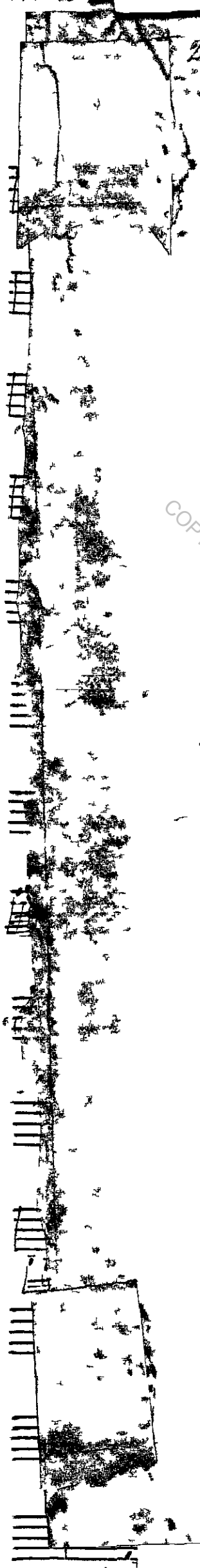
Jan Gabriel Van Staphors  
 Cornelis Vollenhoven  
 Hendrik Seze  
 Pythian Attorney  
 Joseph Ellcott  
 Human of Redfield

No 48  
Farm Ledger (Mayville)  
Folio 35

Herman J Redfield, Feb 1811  
Village Mayville 20<sup>00</sup>

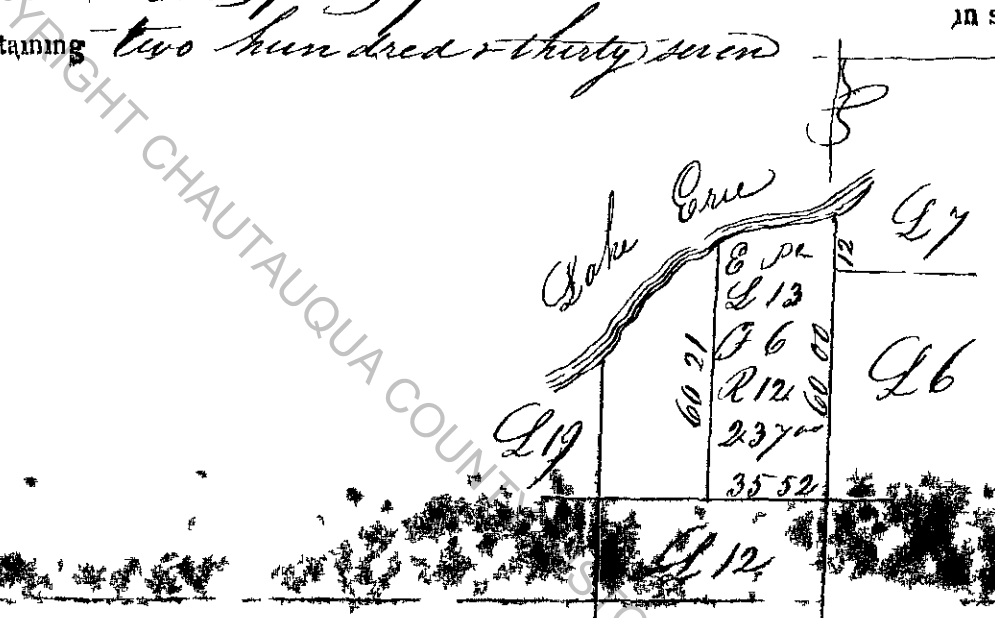
COPYRIGHT CHAUTAUGIA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Handwritten signature or initials at the bottom of the page.



# ARTICLES OF AGREEMENT, Indented, Made, Concluded,

and fully agreed upon this 29<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and Sixteen between Wilhem Willink, Hendrik Vollenhoven and Rutger Jan Schimmelpennek, Wilhem & Willink the younger Jan Willink the younger son of Jan San Gabriel Van Staphorst, Cornelis Vollenhoven and Hendrik Sey all of the city of Amsterdam in the Republic of Batavia, by JOSEPH ELLICOTT, their attorney, of the FIRST PART and Daniel G. Garney of the county of Chautauque and state of New York of the SECOND PART—WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of Eleven hundred & eighty five dollars New York currency, to be paid to the said parties of the first part, their executors, administrators, or assigns, in manner following, that is to say, the sum of Five nine dollars immediately upon the executing of these presents, and the remaining sum of Eleven hundred & twenty six dollars in six equal yearly instalments, with the interest from the date hereof, to be paid yearly and every year, (together with the said instalments) upon such part of the last mentioned sum as shall at the time of such respective payments be unpaid —The first of the said instalments and annual payments of interest to commence on the 29<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and Nineteen NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise, and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, and every of them, that if the said party of the second part, his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators or assigns, the aforesaid several sums of money, at the time herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part, that then, and in such case, the said parties of the first part their heirs and assigns, shall and will well and sufficiently grant, bargain, sell release, convey confirm and assure to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct, All that certain Tract of Land, situate, lying, and being in the county of Chautauque in the state of New York, being part or parcel of a certain township, which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by JOSEPH ELLICOTT, surveyor is distinguished by Township No 6 in the 12<sup>th</sup> Range of said Townships —And which said tract of land, on a certain other map or survey of said Township into lots made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by the East part of Lot No 13 in said Township, according to the following plan, containing two hundred & thirty seven acres, be the same more or less.



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect —And the said party of the second part, for himself his heirs, executors and administrators, doth covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns, the said remaining sum of Eleven hundred & twenty six dollars in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned the first of the said instalments, and annual payments of interest, to commence on the 29<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and Nineteen And the said parties of the first part, for themselves, their heirs, executors, and administrators, do hereby further declare and agree, that if the said party of the second part, shall on or before the 29<sup>th</sup> day of November next erect, or cause to be erected on the tract of land and premises herein before described, or some part thereof, a messuage fit for the habitation of man not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein, during the term of three years from thence next ensuing, and shall on or before the said 29<sup>th</sup> day of November next, clear and fence, or cause to be cleared and fenced, not less than five acres of the said tract of land to the satisfaction of the said parties of the first part that then and in such case they, the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED }  
IN THE PRESENCE OF }

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpennek  
Wilhem Willink the younger  
Jan Willink the younger son of Jan  
San Gabriel Van Staphorst  
Cornelis Vollenhoven  
Hendrik Sey  
By their attorney  
Joseph Ellcott  
D. G. Garney

Vol 5

Nº 149

Land Ledger (J B R 12)

Colo 58

Dave G Gannery Nov 1816

Ep 113 J B R 12

Wm Dunlop

Handwritten musical notation on the left side of the page, consisting of approximately 15 staves of music with various notes, rests, and clefs.

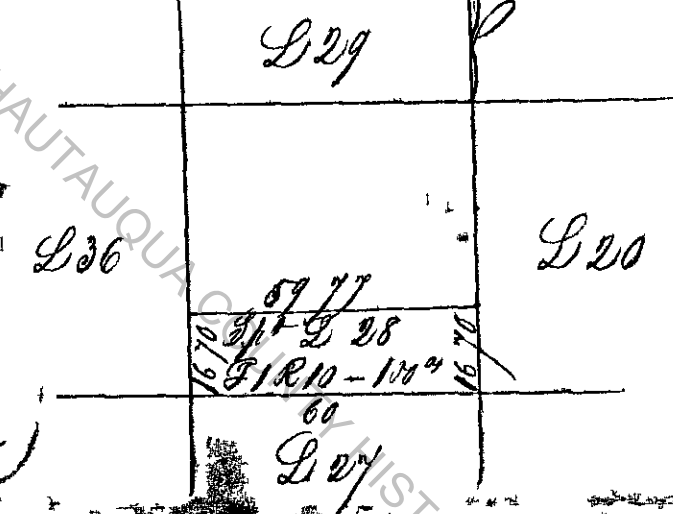
COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

# Articles of Agreement, indented, made, concluded, and fully

acted upon this 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen between Willem Willink, Hendrik Vollenhoven, and Rutger Jan Schimmelpenninck

all of the city of Amsterdam in the republic of Batavia by Joseph Ellicott, their attorney of the first part and Ebenezer Cheney of the county of Chautauque and state of New York of the second part WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of Two hundred & Sixty one dollars New York currency to be paid to the said parties of the first part their executors, administrators, or assigns, in manner following that is to say the sum of fourteen dollars immediately upon the executing of the presents and the remaining sum of Two hundred & Sixty one dollars in six equal yearly instalments, with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be unpaid The first of the said instalments and annual payments of interest to commence on the 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen Now in consideration thereof the said parties of the first part their heirs, executors and administrators do by these presents covenant, promise and agree to and with the said party of the second part his heirs, executors administrators and assigns and every of them that if the said party of the second part his heirs, executors administrators or assigns or any of them shall and do well and truly pay or cause to be paid unto the said parties of the first part their executors administrators or assigns the aforesaid several sums of money at the times herein before mentioned for payment thereof according to the tenor and effect of the covenant and agreement herein after contained on the part of the said party of the second part that then and in such case the said parties of the first part their heirs and assigns shall and will well and sufficiently grant bargain sell release convey confirm and assure to the said party of the second part and to his heirs and assigns forever or to whom he or they shall appoint or direct—All that certain tract of LAND situate, lying and being in the county of Chautauque in the state of New York being part or parcel of a certain Township which on a map or survey of divers tracts or Townships of Land of the said parties of the first part made for the proprietors by Joseph Ellicott, surveyor is distinguished by Township No one in the lots Lots, made for the proprietor, by the said Joseph Ellicott is distinguished by the South part of Lot No 28 in said Township

according to the following plan, containing one hundred acres, be the same more or less



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the principal payment of the said instalments and annual payment of interests in manner herein after mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect And the said party of the second part, for himself his heirs, executors and administrators doth covenant, promise and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns that he will well and truly pay to the said parties of the first part, their executors administrators and assigns the said remaining sum of Two hundred and Sixty one dollars in six equal yearly instalments together with lawful interest to grow due thereon from the date hereof yearly and every year in manner herein before mentioned the first of the said instalments and annual payments of interest to commence on the 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen and the said parties of the first part, for themselves, their heirs, executors and administrators do hereby further declare and agree that if the said party of the second part shall on or before the 30<sup>th</sup> day of May next erect, or cause to be erected on the tract of Land and premises herein before described or some part thereof a messuage fit for the habitation of man not less than eighteen feet square, and shall live and reside or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 30<sup>th</sup> day of May next, clear and fence, or cause to be cleared and fence not less than five acres of the said tract of Land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part all the interest which shall have accrued upon such principal sums of money for the period of two years.

IN TESTIMONY WHEREOF the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED, }  
IN THE PRESENCE OF

William Seawick

Willem Willink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck  
By their attorney  
Joseph Ellicott  
Ebenezer Cheney

Vol 31

N<sup>o</sup> ~~100~~ 10

Land Ledger P 10

Volume 21

Entered - Albany May 1814

~~Vol 31~~ P 10 - 1810

Transferred  
to Abner Dicks

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 20

Deed to Taylor Aldrich June 22 1826



9

E. Bronner Cherry May 30 1814

South part Lot 28 T1 R 10

100 acres

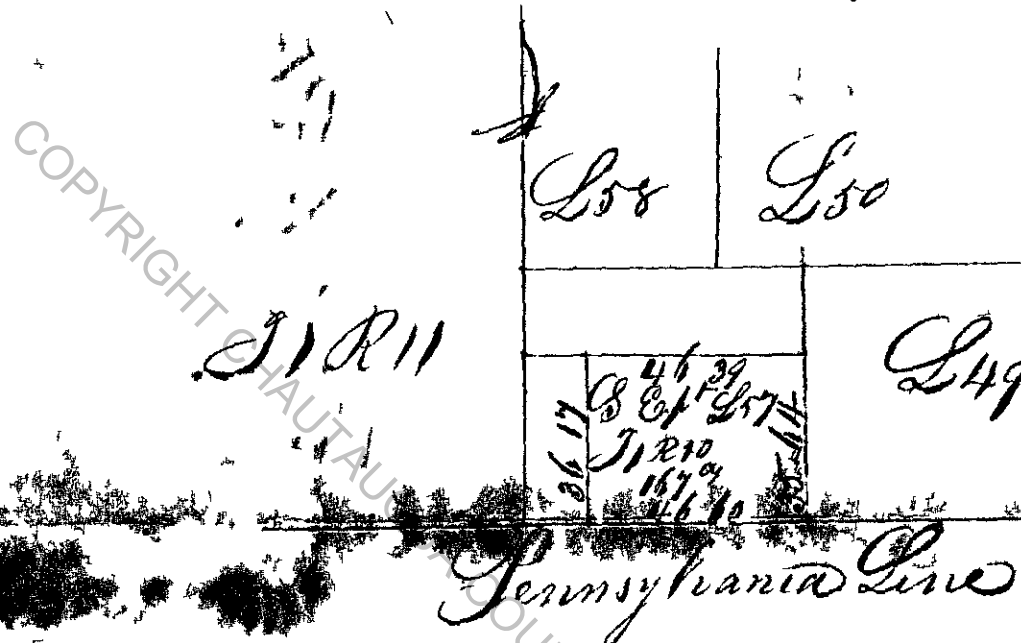
Transferred to Haratio Dix

Deeded to Taylor Aldrich

1826

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

administrators or assigns, in manner following that is to say the sum of thirty three dollars immediately upon the executing of these presents and the remaining sum of six hundred thirty five dollars in six equal yearly instalments with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the said first mentioned sum as shall at the time of such respective payments be unpaid. The first of the said instalments and annual payments of interest to commence on the 22 day of November in the year of our Lord one thousand eight hundred and seventeen NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant promise, and agree to and with the said party of the second part, his heirs, executors, administrators and assigns and every of them, that if the said party of the second part his heirs, executors, administrators, or assigns or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators or assigns the aforesaid several sum of money, at the times herein before mentioned for payment thereof according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns shall and will well and sufficiently grant, bargain, sell, release, convey confirm, and assure to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct—All that certain TRACT OF LAND, situate, lying and being in the county of Charlotte in the state of New York being part or parcel of a certain township, which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by JOSEPH ELLICOTT, surveyor is distinguished by Township No 100 in the 100 range of said townships—And which said tract of land, on a certain other map or survey of said township into lots made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by the south east part of Lot No 57 in said township, according to the following plan, containing one hundred & sixty seven acres, be the same more or less.



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained on the part of the said party of the second part, for the punctual payment of the said instalment, and annual payments of interest in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect. And the said party of the second part, for himself his heirs, executors and administrators, doth covenant, promise, and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns the said remaining sum of six hundred & thirty five dollars in six equal yearly instalments, together with the lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned, the first of the said instalments, and annual payments of interest to commence on the 22 day of November in the year of our Lord one thousand eight hundred and seventeen. And the said parties of the first part, for themselves, their heirs, executors and administrators do hereby further declare and agree, that if the said party of the second part shall on or before the 22 day of November next, erect or cause to be erected on the tract of land and premises herein before described, or some part thereof a messuage fit for the habitation of man not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing, and shall on or before the 22 day of November next clear and fence or cause to be cleared and fenced, not less than five acres of the said tract of land to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years.

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED }  
IN THE PRESENCE OF }

*William Peacock*

*Wilhelm Willink*  
*Haerndrik Vollenhoven*  
*Pieter Jan Schimmelpenninck*  
By their attorney  
*Joseph Ellcott*  
*Robert Rybel*



Vol 1

11

David Sedgwick P. R. 10

Poling

Robert Russell Nov 1814  
S. E. P. 57 J. P. R. 10 - 167 as

~~Robert Russell~~

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, N.Y. 2005

Rec'd by Robt Russell Oct 5 1827

11

**ARTICLES OF AGREEMENT**, INDENTED MADE, CONCLUDED, AND FULLY AGREED UPON,  
 this 26<sup>th</sup> Day of October in the Year of our Lord one thousand eight hundred and eleven Between *Willem Willink, Pieter Van Eeghen,*  
*Hendrik Vollenhoven and Rutger Jan Schummelpennick,*

all of the City of Amsterdam in the Republic of Batavia by *Joseph Ellicott*, their Attorney of the FIRST PART And *Matthew Turner*  
 of the County of *Chautauque* and State of *New York* of the SECOND PART  
 WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of *four hundred*  
*and thirty seven Dollars and 50 cents* New York Currency to be paid to the said parties of the first part, their Executors,  
 Administrators, or Assigns, in manner following that is to say, the sum of *Twenty*  
 Dollars immediately upon the executing of these Presents and the sum of

*four hundred and sixteen* Dollars next with lawful interest thereon from the  
 date hereof, and the remaining sum of *four hundred and sixteen* Dollars *and 50 cents* in  
 six equal yearly Instalments with the Interest from the date hereof to be paid yearly and every year, (together with the said instalments) upon such part of the said  
 first mentioned sum as shall, at the time of such respective payments be due and unpaid. The first of the said Instalments and annual payments of interest to  
 commence on the *26<sup>th</sup>* day of *October* in the year of our Lord one thousand eight hundred and *fourteen* NOW THEREFORE  
 in consideration thereof the said parties of the first part, for themselves their Heirs Executors and Administrators do by these Presents covenant promise and  
 agree, to and with the said party of the second part his Heirs Executors Administrators, and Assigns, and every of them, that if the said party of the second  
 part, his Heirs, Executors Administrators or Assigns, or any of them shall and do well and truly pay or cause to be paid unto the said parties of the first part,  
 their Executors, Administrators, or Assigns the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the  
 tenor and effect of the covenant and agreement herein after contained on the part of the said party of the second part that then and in such case the said parties of  
 the first part their Heirs and Assigns shall and will well and sufficiently grant bargain, sell release, convey confirm and assure to the said party of the second  
 part, and to his Heirs and Assigns forever or to whom he or they shall appoint or direct—ALL that certain Tract of Land situate, lying and being in the County  
 of *Chautauque* in the State of New York being part or parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of  
 Land of the said parties of the first part, made for the Proprietors by *JOSEPH ELICOTT* Surveyor is distinguished by Township No *1* in the  
*10<sup>th</sup>* Range of said Townships—And which said Tract of Land, on a certain other Map or Survey of said Township into *10* Lots,  
 made for the Proprietors by the said *JOSEPH ELICOTT*, is distinguished by *the East part of Lot No 53*  
 in said Township, according to the following plan, containing *one hundred and seventy five* Acres, be the same more or less



PROVIDED ALWAYS, that if Default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second  
 part for the punctual payment of the said Instalments and annual payments of interest in manner herein after mentioned then the said covenant next herein before  
 contained on the part of the said parties of the first part shall become void and of no effect. And the said party of the second part for himself, his Heirs, Exec  
 utors and Administrators doth covenant, promise and agree, to and with the said parties of the first part, their Heirs Executors, Administrators and Assigns, that  
 he will well and truly pay to the said parties of the first part, their Executors, Administrators and Assigns the said sum of *Twenty* Dollars  
 next with lawful interest thereon from the date hereof, and the said remaining sum of *four hundred and sixteen* Dollars *and 50 cents* in  
 six equal yearly Instalments together with the lawful Interest to grow due thereon from the date hereof, yearly and ever  
 year, in manner herein before mentioned the first of the said Instalments, and annual payments of Interest, to commence on the *26<sup>th</sup>* day of *October*  
 in the year of our Lord one thousand eight hundred and *fourteen* And the said parties of the first part, for themselves, their Heirs, Executors and Adminis  
 trators do hereby further declare and agree, that if the said party of the second part shall on or before the *26<sup>th</sup>* day of *October* next, erect, or cause  
 to be erected, on the Tract of Land and premises herein before described or some part thereof a Messuage fit for the habitation of man, not less than eighteen  
 feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before  
 the said *26<sup>th</sup>* day of *October* next, clear and fence, or cause to be cleared and fenced, not less than five acres of the said Tract of Land to the  
 satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part shall and will relinquish and release to the said par  
 ty of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written

SIGNED SEALED AND DELIVERED,  
 IN THE PRESENCE OF

*Willem Willink* *Pieter Van Eeghen* *Hendrik Vollenhoven* *Rutger Jan Schummelpennick*  
*Matthew Turner*  
*Joseph Ellicott*  
*Matthew Turner*

~~James Joseph Turner~~

Robert W. Turner

Sept 20 1853 Town 1 R 40 Oct 311

75 acres

Thomas Russell

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Seen by Josiah Wheeler October 27<sup>th</sup> 1819

ARTICLE OF VASSALRY

J R 70

ARTICLES OF AGREEMENT

In the Year of our Lord one thousand eight hundred and ... BETWEEN ... WHEREAS the said Party of the second Part is justly indebted to the said Parties of the first Part, in the Sum of ...

and the remaining Sum of ... in Eight equal yearly Instalments, with the Interest from the Date hereof, to be paid yearly and every Year, (together with the said Instalments) upon such Part of the said last mentioned Sum as shall at the Time of such respective Payments be due and unpaid ...

BEGINNING at a Post being the south east corner of said Lot from which a Bearer bears N 75 E 23 links thence West by part of Lot No 5 forty nine Chains 45 links to a Post thence North Thirty three Chains 5 links to a Post thence East Forty nine Chains 23 links to a post thence South bounding on Township No 5 in the Eleventh Range thirty two Chains 22 links to the Place of Beginning containing one hundred and sixty three Aers in the same manner left

PROVIDED ALWAYS, that if Default shall be made in the Performance of the Covenant next herein after contained on the Part of the said Party of the second Part, for the punctual Payment of the said Instalments and annual Payments of Interest in Manner herein after mentioned, then the said Covenant next herein before contained on the Part of the said Parties of the first Part shall become void and of no Effect ...

in Eight equal yearly Instalments, together with the lawful Interest to grow due thereon from the Date hereof, yearly and every Year, in Manner herein before mentioned, the first of the said Instalments, and annual Payments of Interest, to commence on the ... Day of September in the Year of our Lord one thousand eight hundred and ... AND the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said Party of the second Part shall, on or before the ... Day of September next, erect, or cause to be erected, on the Tract of Land and Premises herein before described, or some Part thereof, a Messuage fit for the Habitation of Man, not less than eighteen Feet square, and shall live and reside, or cause a Family to live and reside therein, during the Term of three Years from thence next ensuing, and shall, on or before the said ... Day of September next, clear and fence, or cause to be cleared and fenced, not less than five Acres of the said Tract of Land, to the Satisfaction of the said Parties of the first Part, that then and in such Case they the said Parties of the first Part, shall and will relinquish and release to the said Party of the second Part, all the Interest which shall have accrued upon such principal Sums of Money for the Period of two Years.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

Signatures of the parties: Wilhem Willink, Pieter Van Eeghen, Hendrik Vollenhoven, Rutger Jan Schimmelpenninck, Wilhem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Von Staphorst, Cornelis Vollenhoven and Hendrik Seye, all of the City of Amsterdam, in the Republic of Batavia, by Joseph Ellicott, their Attorney, of the first of the County of ... and State of New York, and David Cooley Junr of the second Part.

115-806

17

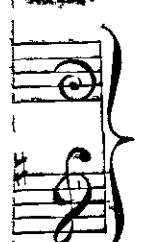
Lena  
David Cooley June

5-12

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

La & Ledger 5 A. 12  
Folio 8

Received September 18<sup>th</sup> 1870 of David Fooley  
Eighteen Dollars being the first payment within months  
\$18-00



COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

VAR



ARTICLES OF AGREEMENT, INDENTED, MADE, CONCLUDED, AND FULLY AGREED UPON, this

17th day of July, in the Year of our Lord one thousand eight hundred and thirty-two, between William Wilbur, Peter van Dyke, and Hendrik Seyer, all of the City of Amsterdam in the Republic of the Netherlands, and Joseph Schuimelbennick, William Wilbur the younger, and Joseph Schuimelbennick their Attorneys, of the County of ... and State of ...

WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of ... Dollars and ... Cents, New York Currency, to be paid to the said parties of the first part, their Executors, Administrators, or Assigns, in manner following, to wit: the sum of ... Dollars

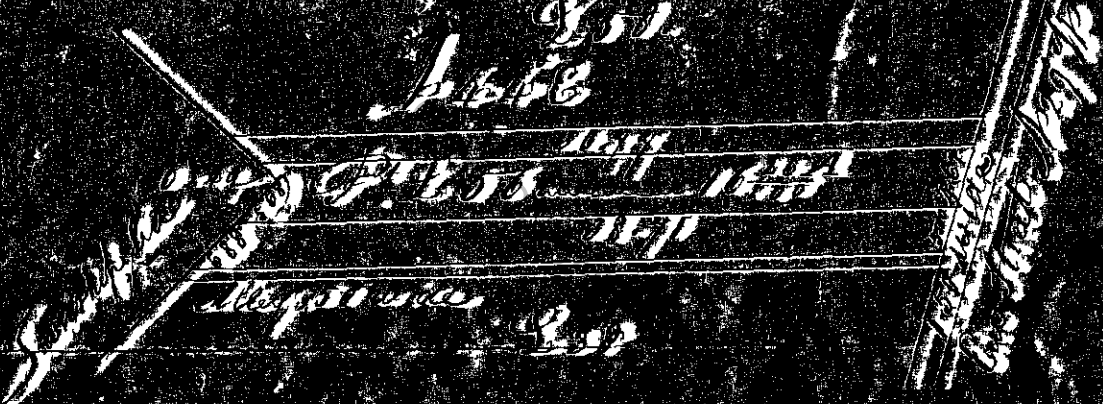
with interest thereon from the date hereof, and the remaining sum of ... Dollars, to be paid yearly and every year, (together with the said interest) upon such part of the said debt mentioned as shall, at the time of such respective payments be due and unpaid. The first of the said instalments and annual payments of interest, to commence on the 15th day of July, in the year of our Lord one thousand eight hundred and ...

NOW THEREFORE, in consideration thereof, the said parties of the first part, of themselves, their Heirs, Executors, Administrators, and Assigns, do by these Presents, covenant, promise, and agree, to and with the said party of the second part, his Heirs, Executors, Administrators, and Assigns, and every of them, that if the said party of the second part, his Heirs, Executors, Administrators, or Assigns, or any of them, shall and do, well and truly pay, or cause to be paid into the said parties of the first part, their Executors, Administrators, or Assigns, the aforesaid several sums of money, at the times hereof before mentioned for payment thereof, according to the Tenor and Effect of the Covenants and Agreements herein after contained, on the part of the said party of the second part, and shall on or before the ...

next next, or cause to be erected on the lot of Land and Premises herein after described, or some part thereof, a Messuage fit for the habitation of man, not less than ... and shall live, and reside, or cause a family to live and reside therein during the term of three years next ensuing, and that on or before the ...

Acres of the said Tract of Land shall be well cleared and fenced, according to the Tenor and Effect of the Covenants and Agreements herein after contained on the part of the said party of the second part, and in such case, the said parties of the first part, their Heirs and Assigns forever, or to whom he or they shall appoint by writing in writing, shall, convey, confirm, and assure to the said party of the second part, and to his Heirs and Assigns forever, or to whom he or they shall appoint by writing in writing, all that certain Tract of Land situate, lying, and being in the Village of ... in the County of ... State of New York, being part or parcel of ... Township, which are a Map or Survey of divers Tracts or Townships of Land of the said party of the first part, made by the Proprietors by Joseph Schuimelbennick, Surveyor, distinguished by Township No. ... in the ... Range of the said Township, and which said Tract of Land, on a certain other Map or Survey of part of the said Township, into Village Lots, made by the said Joseph Schuimelbennick, is distinguished by ...

according to the following plan, containing ... Acres, less or more or less.



PROVIDED ALWAYS, that if Default shall be made in the performance of the covenants next herein after contained, on the part of the said party of the second part, or either of them, then the said covenants next herein before contained, on the part of the said parties of the first part, shall become void, and of no Effect. AND the said party of the second part, of himself, his Heirs, Executors, and Administrators, doth covenant, promise and agree, to and with the said parties of the first part, their Heirs, Executors, Administrators, and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators, and Assigns, the said sum of ... Dollars, with interest thereon from the date hereof, and the remaining sum of ... Dollars, yearly and every year, (together with the said interest) upon such part of the said debt mentioned as shall, at the time of such respective payments be due and unpaid. The first of the said instalments and annual payments of interest, to commence on the 15th day of July, in the year of our Lord one thousand eight hundred and ...

and will also erect, or cause to be erected on the said Premises, or some part thereof, a Messuage fit for the habitation of man, of the dimensions hereof before mentioned, and will live, and reside, or cause a family to live and reside therein, during the term of three years next ensuing, and that on or before the ...

of Land shall be well cleared and fenced, according to the Tenor and Effect of the Covenants and Agreements herein after contained on the part of the said party of the second part, and in such case, the said parties of the first part, their Heirs and Assigns forever, or to whom he or they shall appoint by writing in writing, shall, convey, confirm, and assure to the said party of the second part, and to his Heirs and Assigns forever, or to whom he or they shall appoint by writing in writing, all that certain Tract of Land situate, lying, and being in the Village of ... in the County of ... State of New York, being part or parcel of ... Township, which are a Map or Survey of divers Tracts or Townships of Land of the said party of the first part, made by the Proprietors by Joseph Schuimelbennick, Surveyor, distinguished by Township No. ... in the ... Range of the said Township, and which said Tract of Land, on a certain other Map or Survey of part of the said Township, into Village Lots, made by the said Joseph Schuimelbennick, is distinguished by ...

By testimony, the parties of these Presents have hereunto intermingably set their Hands and Seals the 17th day of July first above written.

SIGNED, SEALED, AND DELIVERED, IN THE PRESENCE OF  
Left Column:  
William Wilbur  
Peter van Dyke  
Joseph Schuimelbennick  
William Wilbur the younger  
Joseph Schuimelbennick  
Right Column:  
Joseph Schuimelbennick  
Hendrik Seyer  
Joseph Schuimelbennick  
William Wilbur



**ARTICLES OF AGREEMENT, INDENTED, MADE, CONCLUDED AND FULLY AGREED UPON,** this

15<sup>th</sup> day of July in the Year of our Lord one thousand eight hundred and ~~Eighty~~ *Eighty* between *Willem Willink, Peter Van Eschen, Hendrik Vollenhoven, Ruyger Jan Schimmelpenninck, Willem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Van Eschhorst, Cornelis Vollenhoven and Hendrik Seye*, all of the City of Amsterdam in the Republic of Batavia, by *Joseph Ellicott*, then Attorney, of the County of *Chautauque* and State of *New York* of the second part

WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of *one hundred and two* Dollars *and 82 Cents* New York Currency, to be paid to the said parties of the first part, their Executors, Administrators or Assigns, in manner following that is to say the sum of *Eleven* Dollars *and 8 Cents* immediately upon the executing of these Presents, and the sum of

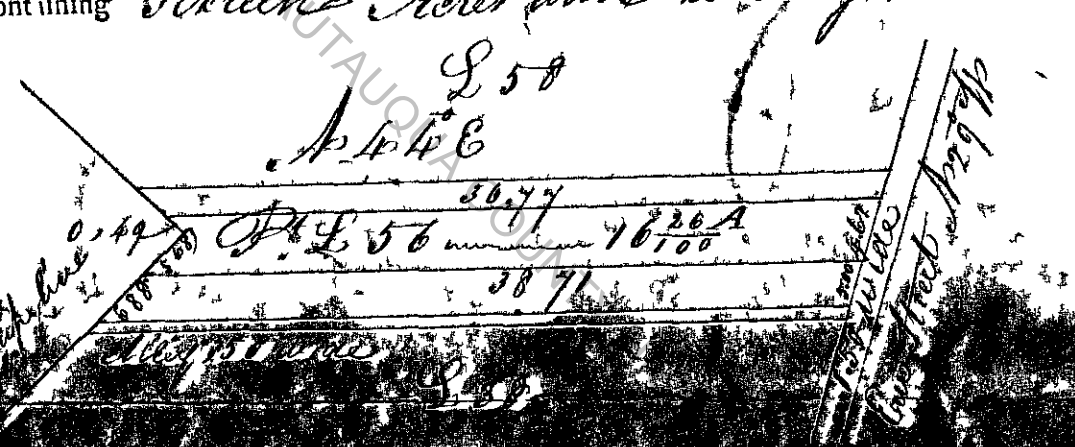
next with lawful Interest thereon from the date hereof, and the remaining sum of *one hundred and two* Dollars *and 42 Cents* in *Four* equal yearly Instalments with the Interest from the date hereof, to be paid yearly and every year, (together with the said Instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be due and unpaid. The first of the said Instalments and annual payments of Interest to commence on the *15<sup>th</sup>* day of *July* in the year of our Lord one thousand eight hundred and

*Fourteen* NOW THEREFORE, in consideration thereof the said parties of the first part, for themselves, their Heirs, Executors, and Administrators do by these Presents, covenant, promise, and agree, to and with the said party of the second part, his Heirs, Executors, Administrators and Assigns, and every of them, that if the said party of the second part his Heirs, Executors, Administrators or Assigns or any of them, shall and do, well and truly pay, or cause to be paid unto the said parties of the first part, then Executors, Administrators or Assigns the foresaid several sums of money at the times herein before mentioned for payment thereof, according to the Tenor and Effect of the Covenants and Agreements herein after contained, on the part of the said party of the second part, and shall on or before the *1<sup>st</sup>* day of *September* next erect, or cause to be erected on the Lot of Land and Premises herein after described, or some part thereof a

Message fit for the habitation of man, not less than *10* feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years next ensuing, and that on or before the *1<sup>st</sup>* day of *September* next not less than

*Five* Acres of the said Tract of Land shall be well cleared and fenced, according to the Tenor and Effect of the Covenants and Agreements herein after contained on the part of the said party of the second part that then, and in such case, the said parties of the first part their Heirs and Assigns, shall and will well and sufficiently grant bargain, sell, release, convey, confirm, and assure to the said party of the second part, and to his Heirs and Assigns forever or to whom he or they shall appoint or direct ALL that certain Tract of Land situate, lying and being in the Village of *May Ville* in the County of *Chautauque* in the State of New York being part or parcel of *three* certain Townships which on a Map or Survey of divers Tracts or Townships of Land of the said parties of the first part, made for the Proprietors by *JOSEPH ELICOTT*, Surveyor are distinguished by Township No *346* in the *13<sup>th</sup>* Range of the said Township, and which said Tract of Land, on a certain other Map or Survey of part of said Township into Village Lots, made for the said Proprietors by the said *JOSEPH ELICOTT*, is distinguished by part of Lot No *56* in the said Village

according to the following plan, containing *Sixteen Acres and twenty six hundredths of an* Acre be the same more or less



PROVIDED ALWAYS, that if Default shall be made in the performance of the covenants next herein after contained, on the part of the said party of the second part, or either of them then the said covenant next herein before contained, on the part of the said parties of the first part shall become void, and of no Effect. AND the said party of the second part, for himself his Heirs, Executors and Administrators doth covenant, promise and agree, to and with the said parties of the first part, their Heirs, Executors, Administrators, and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators, and Assigns, the said sum of

Dollars *and 42 Cents* in *Four* equal yearly Instalments, together with the lawful Interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said Instalments, and annual payments of Interest, to commence on the *15<sup>th</sup>* day of *July* in the year of our Lord one thousand eight hundred and *Fourteen* and will also erect or cause to be erected on the said Premises, or some part thereof, a Message fit for the habitation of man, of the dimensions herein before mentioned and will live and reside, or cause a family to live and reside therein, during the term of three years next ensuing and that on or before the said *1<sup>st</sup>* day of *September* next not less than *Five* Acres of the said Tract of Land shall be well cleared and fenced *Adjoining the Erie Street*

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written

SIGNED, SEALED AND DELIVERED, IN THE PRESENCE OF

*Willem Willink*  
*William De Witt*  
*Peter Van Eschen*  
*Hendrik Vollenhoven*  
*Ruyger Jan Schimmelpenninck*  
*Willem Willink the younger*  
*Jan Willink the younger*

*Jan Gabriel Van Eschhorst*  
*Cornelis Vollenhoven*  
*Hendrik Seye*  
*Joseph Ellicott*  
*Glushko Hallis*



N<sup>o</sup> 2  
N<sup>o</sup> 19  
L'as de l'age de l'annee  
F<sup>o</sup> l'age 34

21

Elisha Wallis July 1811  
1<sup>st</sup> lot 56 Village of Mayville

Transferred to William L. Lincoln

COPYRIGHT CHAUTAUQUE COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

May Wallis

COPYRIGHT CHAUTAQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

*Transferred to Leonard Lincoln*

# This Indenture, made this Eleventh day of March in the year of

440 65  
 73 46  
 173 44  
 73 44  
 73 44  
 71 44  
 73 44  
 1  
 440 65

our Lord one thousand eight hundred and Twenty BETWEEN John Burge of the county of Chautauque and state of New York of the first part, and WILHEM WILLINK, HENDRIK VOLLENHOVEN, RUTGER JAN SCHIMMELPFENNINCK, WILHEM WILLINK the younger, JAN WILLINK the younger son of Jan, JAN GABRIEL VAN STAPHORST, CORNELIS VOLLENHOVEN and HENDRIK SEYE, all of the City of Amsterdam in the Kingdom of the United Netherlands, of the second part, WITNESSETH, That the said party of the first part, as well for the better securing to the party of the second part the faithful payment of the debt which the said John Burge the said party of the first part justly owes to the party of the second part, in manner hereinafter mentioned, as in consideration of the sum of one Dollar to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to their heirs and assigns forever, ALL that certain tract of Land, situate, lying and being, in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of Land of the said party of the second part, made for the proprietors by Joseph Ellicott, surveyor, is distinguished by township Number Six in the Twelfth range of said townships, and which said tract of Land on a certain other map or survey of said township into Six lots, made for the said proprietors by the said Joseph Ellicott, is distinguished by the South part of Lot Number eleven in said Township

Bounded East by part of Lot Number four, twenty chains twenty three Links, South by Lot Number ten, fifty nine chains fifteen Links, West by part of Lot Number seventeen, twenty chains twenty three Links, and North by a line parallel to the South bounds of said Lot Number eleven, fifty nine chains fifty two Links, containing One Hundred and twenty Acres be the same more or Less according to the Plan laid down in the Margin hereof.

TOGETHER with all and singular the edifices, buildings, rights, members, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and all the estate, right, title, interest, property, claim, and demand whatsoever, of the said party of the first part, of, in, or to the same, and the reversion and reversions, remainder and remainders thereof—TO HAVE AND TO HOLD the said premises hereby granted and released, with the rights, members, hereditaments, and appurtenances thereunto belonging, and every part and parcel thereof, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof, of the said party of the second part, their heirs and assigns forever, UPON CONDITION, nevertheless, that if the said John Burge the said party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay to the said party of the second part, their executors, administrators or assigns, the sum of Four hundred and forty Dollars and sixty six cents lawful money of the state of New-York, with the lawful interest thereon from the date hereof, at the times and in the manner following, that is to say, the sum of Seventy three Dollars and forty six cents on the Eleventh day of March next ensuing the date hereof, and the further sum of Seventy three Dollars and forty four cents on the Eleventh day of March in each and every year, for the term of Five years thence next ensuing, together with the lawful interest of the state of New-York, to be computed from the date hereof, on the whole principal sum unpaid, and paid annually, according to the tenor and true intent and meaning of a certain Bond, or obligation, bearing even date herewith, and duly made and executed by the said John Burge the said party of the first part, to the said party of the second part, THEN this present Indenture, and the estate hereby granted, and every article and clause herein contained, as well as the said Bond, or obligation, shall cease and become utterly void AND it is hereby mutually covenanted and agreed between the parties to these presents, that if default shall be made in the payment of the principal secured to be paid by the said Bond, or obligation, or the interest which shall accrue thereon at any time or times in which they shall be due, or of any part of such principal or interest, THAT then, and from thenceforth, it shall be lawful for the said party of the second part, their heirs, executors, administrators or assigns, or their attorney or attorneys, duly authorized and appointed, to grant, bargain, sell, and dispose of the said hereby granted premises, and all benefit and equity of redemption therein of the said party of the first part, his heirs, executors, administrators or assigns, at public auction, in fee-simple, giving notice of such sale according to the directions of the act of the legislature in that case made and provided And they or any of them, as the attorney or attorneys of the said party of the first for that purpose by these presents duly authorized, constituted and appointed, to make, seal, and execute to the purchaser or purchasers thereof, a good estate in the law in fee-simple, of and in the said hereby granted premises, with the appurtenances, which sale so to be made, shall be a perpetual bar both in law and equity, against the said party of the first part, his heirs and assigns, in and to the same hereby granted premises, and every part and parcel thereof, rendering the overplus of the purchase monies to be obtained for the same, after full satisfaction of the principal and interest to be due on such Bond or obligation in manner aforesaid, and the charges of advertisement and sale, (if any overplus there shall be,) unto the said John Burge the said party of the first part, his heirs, executors, administrators or assigns

In Witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered,

IN THE PRESENCE OF

MA AD D

23

Q 12

Q 4

59 52  
 Q 5- Q 11 56 0 12  
 120 Acres  
 57 15

Q 10

Chautauque County, N.Y.

On this twenty seventh day of April A.D. one thousand eight hundred & twenty one, before me Benjamin Evans a Commissioner to take the Acknowledgment of Deeds in said County, personally appeared William Peacock to me well known who being sworn on his Oath said that he saw John Burge to him known to be the same person described in the within Indenture execute the same for the uses and purposes therein mentioned & subscribed his name thereto as a Witness, and I having examined said Indenture & finding therein no material Interlineations or Erasures I certify the same to be recorded -

Benjamin Evans

No 11

23

Sand Leager T. G. R. 12

July 30.

John Burge man  
12002

John & George  
Mortgage Discha

March 19. 18

*[Large decorative flourish]*

Clark's Office

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY  
2012

# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon this 20<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and Fifteen Between Wilhem Willm! Hendrik Vollenhoven and Rutger Jan Schimmelpenninck, all of the city of Amsterdam in the Republic of Batavia by Joseph Ellcott their attorney of the first part, and Abel Hammon of the county of Chautauque and state of New York of the second part—WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of six hundred dollars—

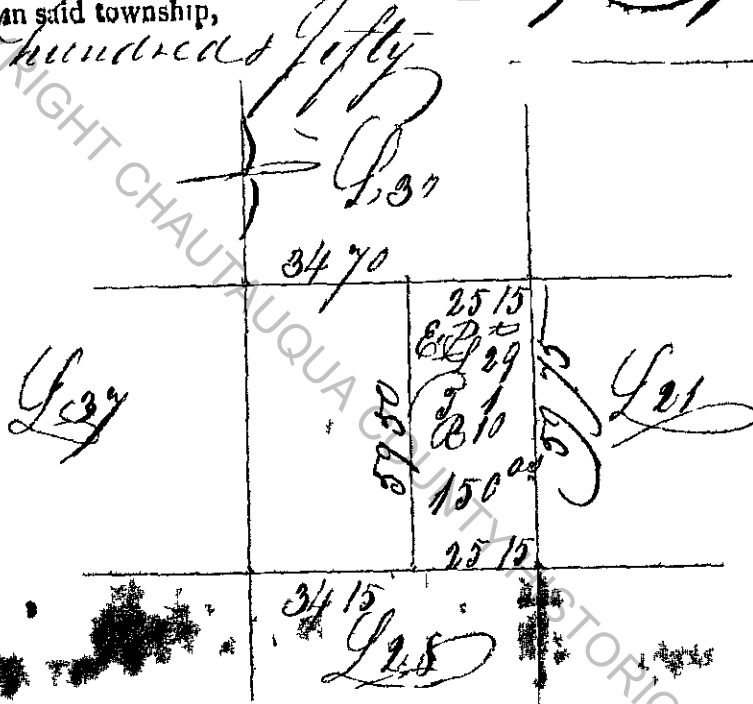
in manner following that is to say, the sum of Thirty four dollars immediately upon the executing of these presents, and the remaining sum of six hundred and forty one dollars

in six equal yearly instalments with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall at the time of such respective payments be unpaid—The first of the said instalments and annual payments of interest to commence on the 20<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and Eighteen NOW THEREFORE,

in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise, and agree to and with the said party of the second part, his heirs, executors, administrators and assigns and every of them, that if the said party of the second part his heirs, executors, administrators, or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part their executors, administrators or assigns, the aforesaid several sums of money, at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement herein after contained on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns shall and will well and sufficiently grant, bargain, sell, release, convey confirm, and assure to the said party of the second part, and

to his heirs and assigns forever, or to whom he or they shall appoint or direct—All that certain TRACT OF LAND, situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township, which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by Joseph Ellcott, surveyor, is distinguished by Township No 16 in the range of said townships—And which said tract of land, on a certain other map or survey of said township into 16 lots made for the proprietors, by the said Joseph Ellcott, is distinguished by the east part of Lot No 29 an said township,

according to the following plan, containing One hundred and fifty acres, be the same more or less



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments, and annual payments of interest in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect—And the said party of the second part, for himself, his heirs executors and administrators, doth covenant, promise, and agree to and with the said parties of the first part, their heirs executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors administrators and assigns the said remaining sum of six hundred and forty one dollars in six equal yearly instalments, together with the lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned, the first of the said instalments, and annual payments of interest to commence on the 20<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and Eighteen And the said parties of the first part, for themselves, their heirs, executors and administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 20<sup>th</sup> day of May next, erect or cause to be erected on the tract of land and premises herein before described, or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 20<sup>th</sup> day of May next, clear and fence or cause to be cleared and fenced not less than five acres of the said tract of land to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF

William Deacons

Wilhem Willm!  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck  
By their attorney  
Joseph Ellcott

Abel Hammon

9-111

01-01/25-

27

Land Survey B. R. C.

Plot 39  
Abel Hammond May 1815

Exp 19 Town 1 R 10

COPYRIGHT CHAUTAUGUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2002

Dea to Morse & Co.

1-10



ARTICLES OF AGREEMENT, Indented, Made, Concluded and Fully Agreed upon, this *twenty seventh* Day of *March* 30

in the Year of our Lord one thousand eight hundred and *four* BETWEEN *Wilhem Willink, Peter Van Eeghen, Hendrik Vollenhoven, Rutger Jan Schimmelmann, Wilhem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Van Staphorst, Cornelis Vollenhoven and Hendrik Sey* of the City of Amsterdam, in the Republic of Batavia, by *Joseph Ellicott*, their Attorney of the FIRST PART AND *John Scott* of the County of *Genesee* and State of *New York* of the SECOND PART — WHEREAS the said Party of the second Part is justly indebted to the said Parties of the first Part in the Sum of *five hundred and twenty five Dollars* New York Currency, to be paid to the said Parties of the first Part, their Executors, Administrators or Assigns, in Manner following, that is to say, the Sum of *five Dollars* immediately upon the Executing of these Presents

and the sum of *fifty seven Dollars and fifty Cents* on or before the *twenty seventh* day of *March* next with lawful Interest thereon from the date hereof

and the remaining Sum of *Five hundred and sixty two Dollars and fifty Cents* in *Eight* equal yearly Instalments, with the Interest from the Date hereof, to be paid yearly and every Year, (together with the said Instalments) upon such part of the said last mentioned Sum as shall at the Time of such respective Payments be due and unpaid — The first of the said Instalments and annual Payments of Interest to commence on the *twenty seventh* Day of *March* in the Year of our Lord one thousand eight hundred and *Eight* NOW THEREFORE, in Consideration thereof, the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do by these Presents, covenant, promise and agree, to and with the said Party of the second Part, his Heirs, Executors, Administrators and Assigns, and every of them, that if the said Party of the second Part, his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto the said Parties of the first Part, their Executors, Administrators or Assigns, the aforesaid several Sums of Money, at the Times herein before mentioned for Payment thereof, according to the Tenor and Effect of the Covenant and Agreement herein after contained on the Part of the said Party of the second Part, that then and in such Case, the said Parties of the first Part, their Heirs and Assigns, shall and will well and sufficiently grant, bargain, sell, release, convey, confirm and assure to the said Party of the second Part, and to his Heirs and Assigns forever, or to whom he or they shall appoint or direct — ALL that certain Tract of Land, situate, lying and being in the County of *Genesee*, in the State of *New York*, being Part or Parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said Parties of the first Part, made for the Proprietors by *Joseph Ellicott*, Surveyor, is distinguished by Township No *Six* in the *Allegany* Range of said Townships — AND which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the Proprietors by the said *Joseph Ellicott*, is distinguished by *Part of Lot No sixty one* in said Township — BEGINNING at a Post in the *Northwestern* Bounds of the *Old Road*, *passing through a sugar maple tree* being the *southwest* Corner of said Lot from which a *sugar maple* bears *N 51 E 19 Links* Thence North by Lots *17 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100* Eighty four chains *45 Links* to a Post from which a *hemlock* bears *S 22 E 38 Links*, Thence East by Post of *Lot 62* Thirty eight chains *21 Links* to a Post Thence South Forty seven chains *60 Links* to a Post in the *Northwestern* Bounds of said Road, Thence bounding on said Road *65 W Eleven Chains + S 45 W Forty two Chains 12 Links* to the Place of Beginning containing *Two hundred and fifty Acres* be the same more or less

PROVIDED ALWAYS, that if Default shall be made in the Performance of the Covenant next hereinafter contained on the Part of the said Party of the second Part, for the punctual Payment of the said Instalments, and annual Payments of Interest in Manner herein after mentioned, then the said Covenant next herein before contained on the Part of the said Parties of the first Part shall become void and of no Effect — AND the said Party of the second Part, for himself, his Heirs, Executors and Administrators, do hereby covenant, promise and agree, to and with the said Parties of the first Part, their Heirs, Executors, Administrators and Assigns, that he will well and truly pay to the said Parties of the first Part, their Executors, Administrators and Assigns, the said Sum of *fifty seven Dollars and fifty Cents* on or before the *twenty seventh* day of *March* next with lawful Interest thereon from the date hereof and the said remaining sum of *Five hundred and sixty two Dollars and fifty Cents*

in *Eight* equal yearly Instalments, together with the lawful Interest to grow due thereon from the Date hereof, yearly and every Year, in Manner herein before mentioned, the first of the said Instalments, and annual Payments of Interest, to commence on the *twenty seventh* Day of *March* in the Year of our Lord one thousand eight hundred and *Eight* AND the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said Party of the second Part shall, on or before the *first* Day of *March* next, erect, or cause to be erected, on the Tract of Land and Premises herein before described, or some Part thereof a Messuage fit for the Habitation of Man, not less than eighteen Feet square, and shall live and reside, or cause a Family to live and reside therein, during the Term of *three* Years from thence next ensuing, and shall, on or before the *said first* Day of *March* next clear and fence, or cause to be cleared and fenced, not less than *five* Acres of the said Tract of Land, to the Satisfaction of the said Parties of the first Part, that then and in such Case they the said Parties of the first Part, shall and will relinquish and release to the said Party of the second Part, all the Interest which shall have accrued upon such principal Sums of Money for the Period of two Years.

IN TESTIMONY WHEREOF the Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first above written.  
SIGNED SEALED AND DELIVERED }  
IN THE PRESENCE OF }  
*John Brannan* } *Wilhem Willink*  
*James W. Steves* } *Peter Van Eeghen*  
 } *Hendrik Vollenhoven*  
 } *Rutger Jan Schimmelmann*  
 } *Wilhem Willink the younger*  
 } *Jan Willink the younger*  
 } *Jan Gabriel Van Staphorst*  
 } *Cornelis Vollenhoven*  
 } *Hendrik Sey*  
 } By their Attorney *Joseph Ellicott*  
 } *John Scott*



No 9

29

ed  
e thos  
n Schu  
rt.  
of the  
ces of  
Instal  
ual pa  
in conse  
rt,  
s, adm  
agree  
and  
y shall  
wship  
gushes

John Seath

Month 1805  
Town 6 R 11

John Seath of township of Westfield  
Westfield town in the first county  
of the western field

Land Ledger T 6 R 11  
15

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Received Aug<sup>t</sup> 23<sup>d</sup> 1805 of John Scott Five Dollars being the  
first payment within mentioned

\$5.00

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

# ARTICLES OF AGREEMENT, INDENTED MADE, CONCLUDED, AND FULLY AGREED UPON

this 11<sup>th</sup> Day of May in the Year of our Lord one thousand eight hundred and Seventeen Between Willem Willink Hendrik Vollenhoven Rutger Jan Schimmelpenninck ~~Willem Willink the younger Jan Willink the younger~~ ~~Son of Jan Jan Gabriel Van Strijbos, Gernich Vollenhoven and Hendrik Sage~~ all of the City of Amsterdam in the Republic of Batavia, by Joseph Ellicott their Attorney of the first part, and Nathan Lasall of the County of Chautauque and State of New York of the second part

WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of three hundred and thirty eight Dollars 25 Cents New York Currency to be paid to the said parties of the first part, their Executors Administrators, or Assigns, in manner following, that is to say the sum of twelve Dollars immediately upon the executing of these Presents and the remaining sum of three hundred and twenty six Dollars 25 Cents

in six equal yearly Instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be unpaid — The first of the said instalments and annual payments of interest to commence on the 11<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and Seventeen NOW THEREFORE, in consideration thereof the said parties of the first part for themselves their Heirs, Executors and Administrators, do by these presents covenant, promise and agree, to and with the said party of the second part his Heirs Executors Administrators and Assigns and every of them, that if the said party of the second part, his Heirs, Executors Administrators or Assigns or any of them shall and do, well and truly pay or cause to be paid unto the said parties of the first part, their Executors, Administrators or Assigns the aforesaid several sums of money, at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and Agreement herein after contained on the part of the said party of the second part, that then and in such case the said parties of the first part their Heirs and Assigns, shall and will well and sufficiently grant bargain sell release convey, confirm and assure to the said party of the second part, and to his Heirs and Assigns forever or to whom he or they shall appoint or direct — ALL that certain Tract of Land, situate lying and being in the County of Chautauque in the State of New York, being part or parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT Surveyor is distinguished by Township No 2 in the 11<sup>th</sup> Range of said Townships — And which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by South part of Lot No 40 in said Township,

according to the following plan, containing one hundred and twenty three Acres, be the same more or less



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained on the part of the said party of the second part, for the punctual payment of the said instalments, and annual payments of interests in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect And the said party of the second part for himself his Heirs Executors and Administrators, doth covenant promise and agree, to and with the said parties of the first part, their Heirs Executors Administrators and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators, and Assigns, the said remaining sum of three hundred and twenty one Dollars 25 Cents in six equal yearly instalments together with lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned the first of the said Instalments and annual payments of interest to commence on the 11<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and Seventeen and the said parties of the first part for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 11<sup>th</sup> day of May next, erect or cause to be erected, on the tract of Land and premises herein before described or some part thereof, a Messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside or cause a family to live and reside therein, during the term of three years from thence next ensuing and shall, on or before the said 11<sup>th</sup> day of May next, clear and fence, or cause to be cleared and fenced not less than five Acres of the said tract of Land to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written.

SIGNED SEALED AND DELIVERED, IN THE PRESENCE OF

William Keacock Willem Willink

Hendrik Vollenhoven

Rutger Jan Schimmelpenninck  
By their attorney  
Joseph Ellicott

Nathan Lasall

33

No. 114

Land Ledger P 2 R 10

Gocho 21

Nathan Lasall May 1814

Sp L 46 72 - P 210 123 ad

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Sur. by Ebenezer Cheney Jan 31<sup>st</sup> 1828

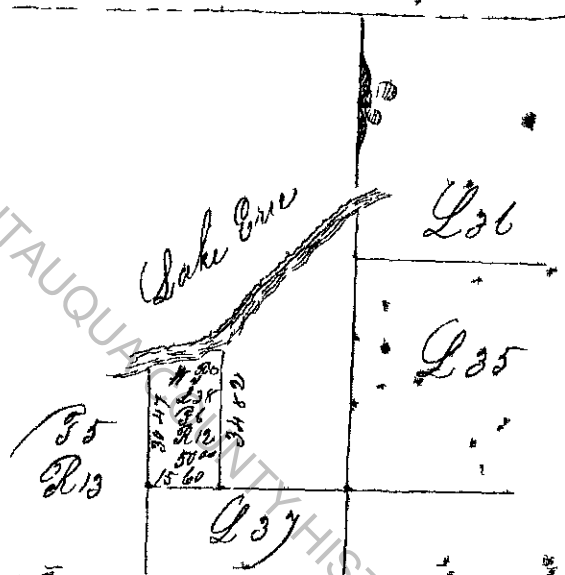
# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon, this 21<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and fifty between Wilhem Willink Hendrik Vollenhoven Rutger Jan Schummelpenninck, Wilhem Willink the younger Jan Willink the younger son of Jan Jan Gabriel Van Staphorst Cornelis Vollenhoven and Hendrik Seye, all of the city of Amsterdam in the Republic of Batavia by JOSEPH ELLICOTT, their attorney, of the first part and of the county of Chautauque and state of New York,

WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of Five hundred and sixty two dollars 50 cents New York currency, to be paid to the said parties of the first part their executors, administrators, or assigns in manner following, that is to say, the sum of Three hundred and forty nine dollars immediately upon the executing of these presents and the remaining sum of two hundred and forty nine dollars

in six equal yearly instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the last mentioned sum, as shall, at the time of such respective payments be unpaid — The first of the said instalments and annual payments of interest to commence on the 21<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and fifty NOW THEREFORE

to and with the said party of the second part his heirs executors, administrators and assigns and every of them, that if the said party of the second part, his heirs executors administrators or assigns, or any of them shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors administrators or assigns the aforesaid several sums of money at the time herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part that then and in such case, the said parties of the first part their heirs and assigns shall and will well and sufficiently grant, bargain sell, release, convey, confirm and assure, to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct—All that certain Tract of Land situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by JOSEPH ELLICOTT surveyor is distinguished by Township No 11 in the 12<sup>th</sup> Range of said Townships —And which said tract of land on a certain other map or survey of said Township 11 in the 12<sup>th</sup> Range of said Townships is distinguished by the West part of Lot No 38 in said Township, according to the following plan, containing Five acres, be the same more or less.



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect — And the said party of the second part for himself his heirs executors and administrators doth covenant promise, and agree, to and with the said parties of the first part their heirs executors administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns the said remaining sum of Five hundred and forty nine dollars 50 cents in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said instalments, and annual payments of interest to commence on the 21<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and fifty And the said parties of the first part, for themselves their heirs, executors, and administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 21<sup>st</sup> day of October next erect or cause to be erected on the tract of land and premises herein before described, or some part thereof a messuage fit for the habitation of man not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 21<sup>st</sup> day of October next, clear and fence or cause to be cleared and fenced, not less than five acres of the said tract of land, to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED }  
IN THE PRESENCE OF

William Seawick

Jan Gabriel Van Staphorst

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schummelpenninck  
Wilhem Willink the younger  
Jan Willink the younger son of Jan

Cornelis Vollenhoven  
Hendrik Seye  
By their Attorney  
Joseph Ellcott

Justus Adams

Land Ledger P. 12.

Folio 54

Justus Adams

("Adams Bay")

~~Trunkers~~

7 R 12.

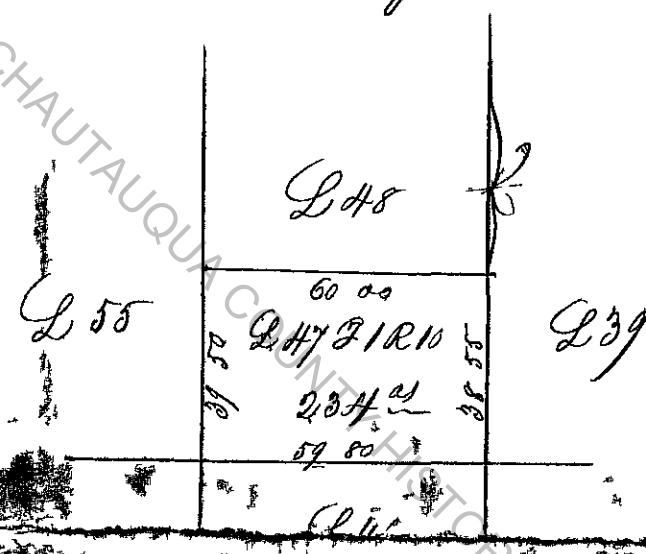
COPYRIGHT HAUTAUQUILL COUNTY HISTORICAL SOCIETY, WESTFIELD, NY 2012

# ARTICLES OF AGREEMENT, INDENTED, MADE CONCLUDED, AND FULLY AGREED UPON,

this 11th Day of May in the Year of our Lord one thousand eight hundred and Twentieth Between William Willm Hendrik Vollenhoven Rutger Jan Schummelpenninck ~~William Willm the younger, Jan Willm the younger, Son of Jan Jan Gabriel Van Staaphorst Coriells Vollenhoven and Hendrik Sey~~, all of the City of Amsterdam in the Republic of Batavia, by Joseph Ellicott, then Attorney of the first part, and Ebenezer Cheney of the County of Chautauque and State of New York of the second part, WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of Two hundred and forty three Dollars & 50 Cents New York Currency to be paid to the said parties of the first part, their Executors, Administrators or Assigns, in manner following, that is to say the sum of thirty five Dollars immediately upon the execution of these Presents, and the remaining sum of Two hundred and seven Dollars & 50 Cents in

six equal yearly instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be unpaid. The first of the said instalments and annual payments of interest to commence on the 11th day of May in the year of our Lord one thousand eight hundred and Twentieth NOW THEREFORE, in consideration thereof, the said parties of the first part for themselves their Heirs, Executors, Administrators and Assigns, do by these presents covenant promise and agree to and with the said party of the second part his Heirs, Executors, Administrators and Assigns, and every of them, that if the said party of the second part his Heirs, Executors Administrators or Assigns or any of them, shall and do, well and truly pay or cause to be paid unto the said parties of the first part, their Executors Administrators or Assigns the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and Agreement herein after contained, on the part of the said party of the second part that then and in such case the said parties of the first part and their Heirs and Assigns, shall and will well and sufficiently grant bargain, sell release, convey confirm and assure to the said party of the second part and to his Heirs and Assigns forever or to whom he or they shall appoint or direct—ALL that certain Tract of Land, situate, lying and being in the County of New York in the State of New York, being part or parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT Surveyor is distinguished by Township No 10 in the Range of said Townships—And which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by Lot No 47 in said Township,

according to the following plan, containing Two hundred and thirty four Acres, be the same more or less



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next here in after contained on the part of the said party of the second part, for the punctual payment of the said instalments, and annual payments of interests in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect. And the said party of the second part for himself his Heirs Executors and Administrators, doth covenant promise and agree, to and with the said parties of the first part, their Heirs Executors Administrators and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators, and Assigns, the said remaining sum of Two hundred and seven Dollars & 50 Cents in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned the first of the said instalments and annual payments of interest to commence on the 11th day of May in the year of our Lord one thousand eight hundred and Twentieth and the said parties of the first part for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 11th day of May next erect, or cause to be erected on the tract of Land and premises herein before described or some part thereof, a Messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside or cause a family to live and reside therein during the term of three years from thence next ensuing, and shall, on or before the said 11th day of May next, clear and fence or cause to be cleared and fenced not less than five Acres of the said tract of Land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written.

SIGNED SEALED AND DELIVERED, IN THE PRESENCE OF

William Peacock Wilhem Willink  
Hendrick Vollenhoven

Rutger Jan Schummelpenninck  
By their Attorney  
Joseph Ellicott  
Ebenezer Cheney

47



Vol 3  
No 117  
Land Ledger P 1 R 10

Polio 35

Ebenzer Cheney May 1814

Lot 47 P 1 R 10 - 23400



COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

P 149 as P 10 by Stephen Hadley May 12. 1823

~~P 100 66~~ , ~~Elbridge Cheney~~

185 , Nathan Phelps . " "

234





140  
Land Ledger B 3 R 13. — 41  
Folio 40

The Mortgage Paid off & discharged  
10<sup>th</sup> day of November 1834

John L. Lister

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

clerk's office,  
Chautauque County, N.Y.  
registry March 5<sup>th</sup>  
at 8 o'clock at  
in Liber 2 of Mortg.

43

44

**ARTICLES OF AGREEMENT**, Indented, Made, Concluded and Fully Agreed upon, this *thirty first* Day of *December* in the Year of our LORD one thousand eight hundred and *three* BETWEEN *Wilhem Willink, Pieter Van Eeghen, Hendrik Vollenhoven, Rutger Jan Schimmelpenninck, Wilhem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Van Staphorst, Cornelis Vollenhoven and Hendrik Sey*, all of the City of Amsterdam, in the Republic of Batavia, by *Joseph Ellicott* their Attorney of the FIRST PART—And *Thomas M. Blinlocks* of the SECOND PART—WHEREAS the said Party of the second Part is justly indebted to the said Parties of the first Part in the Sum of *Eight hundred and seven Dollars and twenty five Cents* New York Currency, to be paid to the said Parties of the first Part, their Executors, Administrators or Assigns, in Manner following, that is to say, the Sum of *Eighty Dollars and twenty seven Cents* immediately upon the Executing of these Presents

on the *17th* Day of *April* 1805,

and the remaining Sum of *Seven hundred and twenty seven Dollars and twenty five Cents* in *eight* equal yearly Instalments, with the Interest from the Date hereof, to be paid yearly and every Year, (together with the said Instalments) upon such part of the said last mentioned Sum as shall at the Time of such respective Payments be due and unpaid—The first of the said Instalments and annual Payments of Interest to commence on the *thirty first* Day of *December* in the Year of our Lord one thousand eight hundred and *six* NOW THEREFORE, in Consideration thereof, the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do by these Presents, covenant, promise and agree, to and with the said Party of the second Part, his Heirs, Executors, Administrators and Assigns, and every of them, that if the said Party of the second Part, his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto the said Parties of the first Part, their Executors, Administrators or Assigns, the aforesaid several Sums of Money, at the Times herein before mentioned for Payment thereof, according to the Tenor and Effect of the Covenant and Agreement herein after contained on the Part of the said Party of the second Part, that then and in such Case, the said Parties of the first Part, their Heirs and Assigns, shall and will well and sufficiently grant, bargain, sell, release, convey, confirm and assure to the said Party of the second Part, and to his Heirs and Assigns forever, or to whom he or they shall appoint or direct—ALL that certain Tract of Land, situate, lying and being in the County of Genesee, in the State of New York, being Part or Parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said Parties of the first Part, made for the Proprietors by *Joseph Ellicott*, Surveyor, is distinguished by Township No. *six* in the *twelfth* Range of said Townships—AND which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the Proprietors by the said *Joseph Ellicott*, is distinguished by Lot No. *fourteen* in said Township—BEGINNING at a Post being the southeast

corner of said Lot from which an Ash bears N 54° 45' Links Thence West bounding on Township N 71° in the same Range sixty chains 20 Links to a Post from which an Ironwood bears N 54° E 30 Links Thence North by Lot N 20 fifty nine chains 02 Links to a Post from which a Poplar bears S 40° E 16 Links—Thence East by Lot N 15 sixty chains 15 Links to a Post from which a Chestnut bears S 22° W 29 Links Thence south by Lot N 8 fifty nine chains 75 Links to the Place of beginning, containing three hundred and fifty nine Acres be the same more or less

PROVIDED ALWAYS, that if Default shall be made in the Performance of the Covenant next herein after contained on the Part of the said Party of the second Part, for the punctual Payment of the said Instalments, and annual Payments of Interest in Manner herein after mentioned, then the said Covenant next herein before contained on the Part of the said Parties of the first Part shall become void and of no Effect—AND the said Party of the second Part, for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said Parties of the first Part, their Heirs, Executors, Administrators and Assigns, that he will well and truly pay to the said Parties of the first Part, their Executors, Administrators and Assigns, the said Sum of *Seven hundred and twenty seven Dollars and twenty five Cents*

in *eight* equal yearly Instalments, together with the lawful Interest to grow due thereon from the Date hereof, yearly and every Year, in Manner herein before mentioned, the first of the said Instalments, and annual Payments of Interest, to commence on the *thirty first* Day of *December* in the Year of our Lord one thousand eight hundred and *six* AND the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said Party of the second Part shall, on or before the *thirty first* Day of *December* next, erect, or cause to be erected, on the Tract of Land and Premises herein before described, or some Part thereof, a Messuage fit for the Habitation of Man, not less than eighteen Feet square, and shall live and reside, or cause a Family to live and reside therein, during the Term of *three* Years from thence next ensuing, and shall, on or before the *thirty first* Day of *December* next, clear and fence, or cause to be cleared and fenced, not less than *five* Acres of the said Tract of Land, to the Satisfaction of the said Parties of the first Part, that then and in such Case they the said Parties of the first Part, shall and will relinquish and release to the said Party of the second Part, all the Interest which shall have accrued upon such principal Sums of Money for the Period of two Years

IN TESTIMONY WHEREOF the Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first above written.  
 SIGNED SEALED AND DELIVERED  
 IN THE PRESENCE OF

*James M. Stevens*  
*John Brown*  
*Wilhem Willink*  
*Pieter Van Eeghen*  
*Hendrik Vollenhoven*  
*Rutger Jan Schimmelpenninck*  
*Wilhem Willink the younger*

*Jan Willink the younger son of Jan*  
*Jan Gabriel Van Staphorst*  
*Cornelis Vollenhoven*  
*Hendrik Sey*  
 By their Attorney *Joseph Ellicott*

*Thomas M. Blinlocks*



Thos. Mc Schintock

31. Dec 1803.

Power Letter Friend

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Land Ledger I C R 12  
Folio 9

Received April 17th 1895 of Thomas McClelland  
Eighty Dollars and seventy seven Cents being the  
Amount of the first Payment within mentioned  
58077

Joseph Elliott

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

# ARTICLES OF AGREEMENT, Indented, Made, Concluded

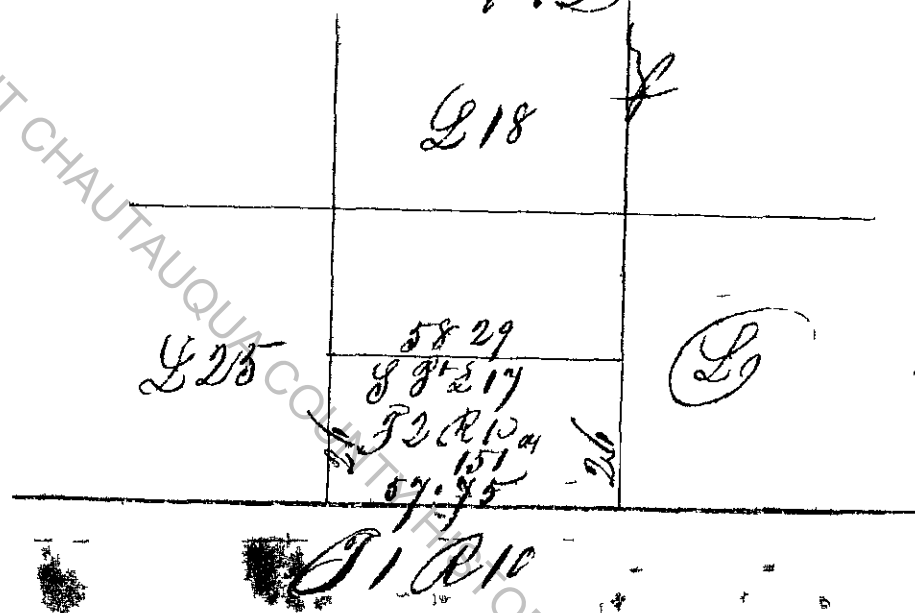
43

and fully agreed upon this 24<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and fifteen Between Wilhem Wilink Hendrik Vollenhoven and Rutger Jan Schimmelpenninck, all of the city of Amsterdam in the Republic of Batavia by Joseph Ellcott their attorney of the FIRST PART and William Deans of the county of Chautauque and state of New York of the SECOND PART—WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of Six hundred dollars

of the second part—WHEREAS the said party of the second part is justly indebted to the said parties of the first part, their executors, administrators or assigns, in manner following that is to say the sum of Three hundred & seventy four dollars immediately upon the executing of these presents, and the remaining sum of Two hundred & seventy four dollars

in six equal yearly instalments with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall at the time of such respective payments be unpaid—The first of the said instalments and annual payments of interest to commence on the 24<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and Eighteen NOW THEREFORE, in consideration thereof the said parties of the first part, for themselves, their heirs, executors and administrators do by these presents, covenant, promise, and agree to and with the said party of the second part, his heirs, executors, administrators and assigns and every of them, that if the said party of the second part, his heirs, executors, administrators, or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part their executors, administrators or assigns, the aforesaid several sums of money, at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns shall and will well and sufficiently grant, bargain sell, release, convey, confirm and assure to the said party of the second part and to his heirs and assigns forever, or to whom he or they shall appoint or direct—All that certain TRACT OF LAND, situate lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township, which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by Joseph Ellcott, Surveyor, is distinguished by Township No 2 in the 10<sup>th</sup> range of said townships—And which said tract of land, on a certain other map or survey of said township into lots made for the proprietors, by the said Joseph Ellcott is distinguished by the South part of Lot No 17 in said township,

according to the following plan, containing One hundred & fifty one acres, be the same more or less



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained on the part of the said party of the second part for the punctil payment of the said instalments and annual payments of interest in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect—And the said party of the second part, for himself his heirs, executors and administrators, doth covenant promise, and agree to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors administrators and assigns the said remaining sum of Five hundred & seventy four dollars in six equal yearly instalments, together with the lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 24<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and Eighteen And the said parties of the first part, for themselves, their heirs, executors and administrators do hereby further declare and agree, that if the said party of the second part shall on or before the 24<sup>th</sup> day of March next, erect or cause to be erected on the tract of land and premises herein before described or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 24<sup>th</sup> day of March next clear and fence or cause to be cleared and fenced not less than five acres of the said tract of land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED }  
IN THE PRESENCE OF }

William Deans

Wilhem Wilink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck

By their attorney  
Joseph Ellcott  
Wm Deans

43



21131  
Lane Judge B.R.H.

Feb 26

Wm Sears March 1815

~~5/11/27~~ J. 2 R 10



COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY

Pen<sup>d</sup> by James Hall & Rob. Cowan

Dec 7<sup>th</sup> 1827

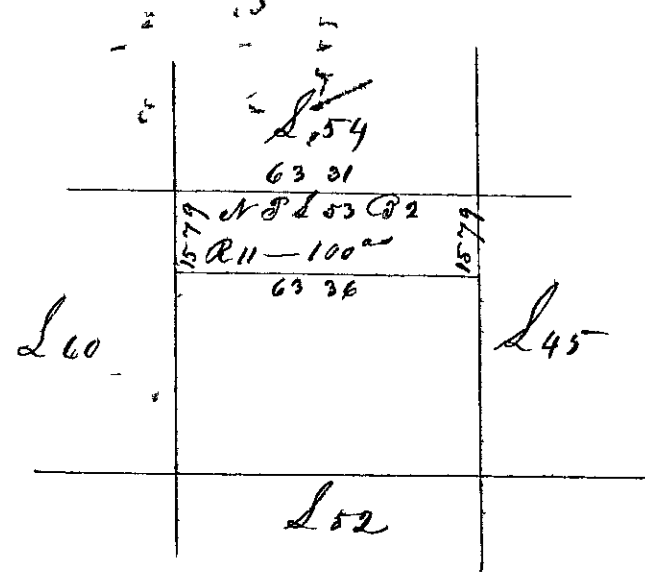


149

# Articles of Agreement, Made this 30<sup>th</sup> day of March

in the year of our Lord one thousand eight hundred and twenty nine - Between WILHEM WILLINK, WILHEM WILLINK the younger, and CORNELIUS VOLLENHOVEN all of the City of Amsterdam, in the Kingdom of the United Netherlands, by DAVID E. EVANS, their Attorney, of the first part, and Henry M. Plattner of the county of Schenectady in the State of New York, of the second part - WHEREAS, the said party of the second part hath agreed, and doth agree, with the said party of the first part, to purchase of them the piece or parcel of LAND, hereinafter described and to pay for the same the consideration of three hundred and fifty six Dollars & 12 cents - money of the United States of America, to be paid as follows, that is to say the sum of forty five Dollars immediately upon the execution of these presents, the receipt whereof is hereby acknowledged and the remaining sum of three hundred & eleven Dollars & 12 cents - in six equal annual instalments, the first instalment to be paid on the 30<sup>th</sup> day of March - which will be in the year of our Lord one thousand eight hundred and thirty - together with the lawful interest on the said remaining sum, or so much thereof as shall from time to time remain unpaid, to be computed from the 30<sup>th</sup> day of March - in the year of our Lord one thousand eight hundred and twenty nine and paid on the 30<sup>th</sup> day of March - in each year thereafter until the whole of the said remaining sum shall be paid

Now this Instrument Witnesseth, That in consideration of the said sums of money above mentioned to have been paid and agreed to be paid, the said party of the first part do, hereby for themselves, their survivors or survivor their or his heirs, executors, and administrators covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that upon the payment of the said remaining sum of money with the interest thereon as aforesaid, upon the days and in the manner above mentioned then, and in such case, they the said party of the first part or the survivors or survivor of them then or his heirs or assigns shall and will, by a good and sufficient deed, in fee simple, with covenant of warranty therein to be contained, grant bargain, sell, convey, assure and confirm unto the said party of the second part his heirs or assigns ALL that certain tract, piece, or parcel of LAND, situate, lying, and being in the county of Schenectady in the State of New York being part or parcel of a certain Township, which on a map or survey of divers Tracts or Townships of LAND, of the said party of the first part made for the proprietors by Joseph Ellicott surveyor is distinguished by Township No 2 in the 11 Range of said Townships, and which said Tract of Land, on a certain other Map or survey of said Township into lots, made for the proprietors by the said Joseph Ellicott, is distinguished by the North part of Lot No 53 in said Township according to the annexed plan, containing One Hundred acres, be the same more or less



And the said party of the second part, for himself, his heirs, executors, and administrators, doth, by these presents, covenant promise and agree, to and with the said party of the first part or the survivors or survivor of them their or his executors administrators and assigns in manner following to wit that he the said party of the second part his heirs executors administrators or assigns shall and will well and faithfully pay to the said party of the first part or to the survivors or survivor of them, their or his certain attorney executors administrators or assigns the said remaining sum of money above agreed to be paid, with interest thereon as aforesaid upon the days and in the manner above mentioned, according to the true intent and meaning of these presents - AND ALSO that he the said party of the second part, his heirs executors administrators or assigns shall not, nor will at any time, until the full and entire payment of the said remaining sum of money with the interest thereon as aforesaid assign or transfer his or their interest in the said LAND above described or any part thereof nor assign or make over this present contract, nor any covenant herein contained, to any person or persons whomsoever without the consent of the said party of the first part or the survivors or survivor of them, their or his heirs or assigns first had and obtained in writing under their hands - AND ALSO, that until the payment of the said remaining sum of money and the interest thereon as aforesaid neither he, the said party of the second part nor his heirs or assigns shall or will cut down or otherwise kill or destroy the growing wood and timber on more than nine tenth parts of the said Tract of Land but will reserve as woodland at least one tenth part of he said Tract in not more than two parts or parcel and will use all reasonable care and diligence in preserving from destruction and waste the growing wood and timber on the said parcels so reserved - AND THESE PRESENTS are made and executed upon this express condition that if the said party of the second part his heirs executors administrators and assigns shall make default in the payment of the said remaining sum of money and interest as aforesaid or shall otherwise make default in the fulfilment or performance of any of the covenants and agreements herein contained to be performed fulfilled and kept on his part or behalf then and in such case the covenants and agreements herein contained to be performed, fulfilled and kept by the said party of the first part the survivors or survivor of them their or his heirs or assigns shall cease determine and be void any thing herein contained to the contrary notwithstanding - LASTLY, the said party of the first part do hereby agree that the said party of the second part may immediately after the execution of these presents enter upon the possession of the said piece or parcel of Land and peaceably occupy and enjoy the same subject to the covenants restrictions and conditions herein contained

In Witness Whereof, as well the said party of the first part, by their attorney aforesaid, as the said party of the second part, have hereunto set their names and seals, the day and year first above written

SEALED AND DELIVERED  
IN PRESENCE OF

*William Parrott*

*Wilhem Willink*  
*Wilhem Willink the younger*  
*Cornelius Vollenhoven*

By their attorney  
*David E. Evans*  
*Henry M. Plattner*

No 30 No 4, 49

S. S. J. J.

R 11

July 17

Henry M. Plattner March 1829

N 1253 J 2 - R 11. 100<sup>00</sup>

assigned to Miner Burdow 1829

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WEST

Modesta

For value received I do hereby transfer and assign over all my Right & Title to the east & west Acres of the said and premises within mentioned & described, together with the Improvements & appurtenances thereunto belonging to Warren Marnes Hill & Assigns forever

Witness my hand & seal this 22 day of October 1829

In Presence of

William Peacock Miner Burdow

*[Signature]*



# Articles of Agreement, Made this 30th day of March

in the year of our Lord one thousand eight hundred and twenty *nine* Between WILHELM WILLINK, WILHEM WILLINK, the younger, and CORNELIUS VOLLENHOVEN, all of the City of Amsterdam, in the Kingdom of the United Netherlands, of the county of *Chautauque* in the State of New York of the second part—

WHEREAS, the said party of the second part hath agreed, and doth agree, with the said party of the first part, to purchase of them the piece or parcel of LAND, hereinafter described, and to pay for the same the consideration of *two hundred and fifty five* Dollars *73 cents* money of the United States of America, to be paid as follows, that is to say the sum of *thirty two* Dollars immediately upon the execution of these presents, the receipt whereof is hereby acknowledged, and the remaining sum of *two hundred and twenty three* Dollars *73 cents* in *six* equal annual instalments, the first instalment to

be paid on the *30th* day of *March* which will be in the year of our Lord one thousand eight hundred and *thirty* together with the lawful interest on the said remaining sum, or so much thereof as shall from time to time remain unpaid to be computed from the *30th* day of *March* in the year of our Lord one thousand eight hundred and *twenty nine* and paid on the *30th* day of *March*

Now this Instrument Witnesseth, That in consideration of the said sums of money above mentioned to have been paid, and agreed to be paid, the said party of the first part do, hereby for themselves, their survivors or survivor, their or his heirs, executors and administrators, covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns that upon the payment of the said remaining sum of money with the interest thereon as aforesaid, upon the days and in the manner above mentioned then, and in such case they the said party of the first part, or the survivors or survivor of them their or his heirs or assigns shall and will, by a good and sufficient deed, in fee simple, with covenant of warranty therein to be contained grant bargain sell convey, assure and confirm unto the said party of the second part, his heirs or assigns, ALL that certain tract piece or parcel of LAND, situate, lying, and being in the county of *Chautauque* in the State of New York being part or parcel of a certain Township which on a map or survey of divers Tracts or Townships of LAND, of the said party of the first part, made for the proprietors by Joseph Ellicott surveyor is distinguished by Township No *2* in the *11th* Range of said Townships, and which said Tract of Land, on a certain other Map or survey of said Township into lots made for the proprietors by the said Joseph Ellicott is distinguished by

*Part of* Lot No *49* in said Township according to the annexed plan, containing *seventy one* acres *7/10* of an acre be the same more or less

AND the said party of the second part, for himself, his heirs executors, and administrators, doth, by these presents covenant, promise and agree, to and with the said party of the first part, or the survivors or survivor of them, their or his executors administrators and assigns in manner following to wit that he the said party of the second part his heirs executors administrators or assigns shall well and faithfully pay to the said party of the first part or to the survivors or survivor of them their or his certain attorney executors administrators or assigns, the said remaining sum of money above agreed to be paid, with interest thereon as aforesaid upon the days and in the manner above mentioned according to the true intent and meaning of these presents—AND ALSO, that he the said party of the second part his heirs, executor administrators or assigns shall not nor will at any time until the full and entire payment of the said remaining sum of money with the interest thereon as aforesaid, assign or transfer his or their interest in the said LAND, above described or any part thereof nor assign or make over this present contract, nor any covenant herein contained, to any person or persons whomsoever without the consent of the said party of the first part, or the survivors or survivor of them their or his heirs or assigns first had and obtained in writing under their hands—AND ALSO, that until the payment of the said remaining sum of money and the interest thereon as aforesaid neither he, the said party of the second part nor his heirs or assigns shall or will cut down or otherwise kill or destroy the growing wood and timber on more than nine tenth parts of the said Tract of Land, but will reserve as woodland at least one tenth part of the said Tract in not more than two parts or parcels and will use all reasonable care and diligence in preserving from destruction and waste the growing wood and timber on the said parcels so reserved—AND THESE PRESENTS are made and executed upon this express condition that if the said party of the second part, his heirs, executors administrators and assigns, shall make default in the payment of the said remaining sum of money and interest as aforesaid or shall otherwise make default in the fulfilment or performance of any of the covenants and agreements herein contained to be performed fulfilled and kept by the said party of the first part the survivors or survivor of them their or his heirs or assigns shall cease determine and be void any thing herein contained notwithstanding LASTLY the said party of the first part do hereby agree that the said party of the second part may immediately after the execution of these presents, enter upon the possession of the said piece or parcel of Land, and peaceably occupy and enjoy the same, subject to the covenants restrictions and conditions herein contained

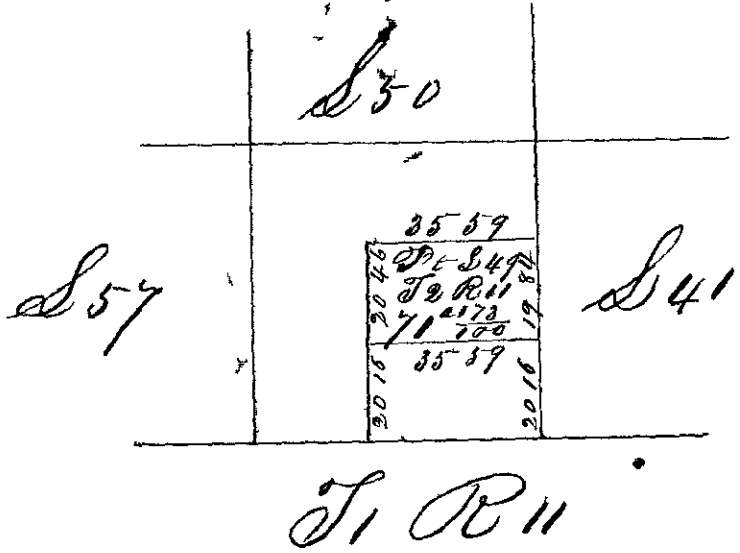
In Witness Whereof, as well the said party of the first part, by their attorney aforesaid, as the said party of the second part, have hereunto set their names and seals the day and year first above written

SEALED AND DELIVERED, IN PRESENCE OF

*William Parock*

*Wilhem Willink*  
*Wilhem Willink the younger*  
*Cornelius Vollenhoven*

By their attorney  
*David E. Evans*  
*Oleiver Higley*



No 30 No 11  
S S 72 (51)

R 11  
Hotel 113,

Oliver Higley Nov 1829  
Lot 49 72 R 11 - 71 acres  
Canaan N.Y.

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Modified





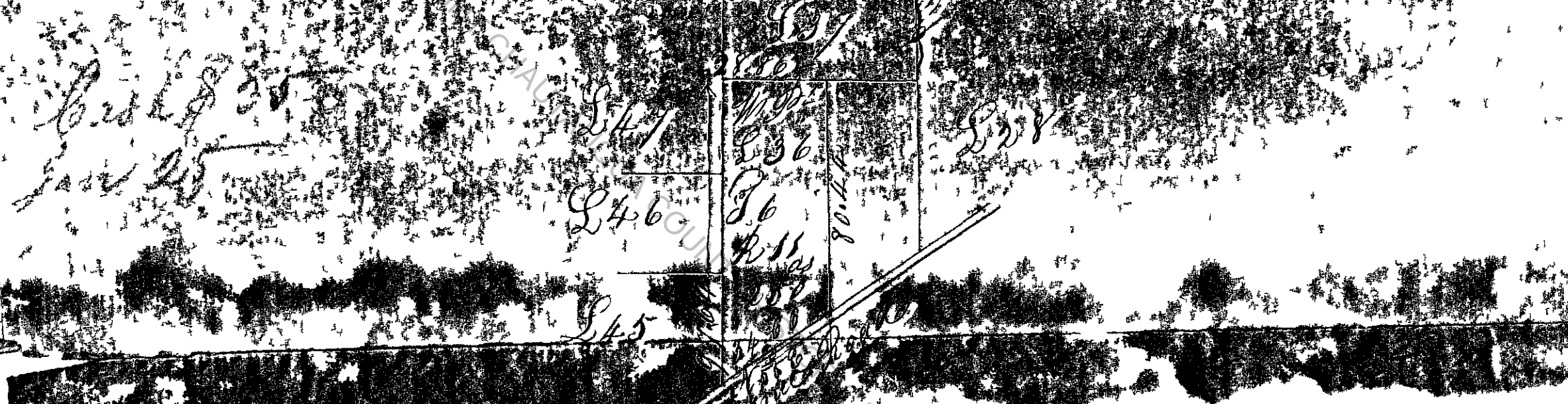
**ARTICLES OF AGREEMENT, INDENTED, MADE, CONCLUDED, AND FULLY AGREED UPON,**

this 25<sup>th</sup> Day of January in the Year of our Lord one thousand eight hundred and thirteen Between Wilhem Willink Pieter Van Eeghen, Hendrik Vollenhoven, Rutger Jan Schummelpenninck, Wilhem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Van Staphorst, Cornelis Vollenhoven and Hendrik Seye, all of the City of Amsterdam in the Republic of Batavia, by Joseph Ellicott, their Attorney, of the first part, And Jonathan Griswold of the County of Chatham and State of New York of the second part

WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of six hundred and eighty seven Dollars, New York Currency to be paid to the said parties of the first part, their Executors, Administrators, or Assigns, in manner following that is to say, the sum of thirty four Dollars immediately upon the executing of these Presents, and the sum of six hundred and fifty three Dollars on or before the 25<sup>th</sup> day of January next with lawful interest thereon from the date hereof, and the remaining sum of six hundred and eighty seven Dollars in six equal yearly installments with the interest from the date hereof, to be paid yearly and every year together with the said installments upon such part of the said

most mentioned sum as shall, at the time of such respective payments be due and unpaid. The first of the said installments and annual payments of interest to commence on the 25<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and thirteen. NOW THEREFORE, in consideration thereof the said parties of the first part, for themselves, their Heirs, Executors, and Administrators do by these Presents, covenant, promise and agree, to and with the said party of the second part, his Heirs, Executors, Administrators, and Assigns, and every of them, that if the said party of the second part, his Heirs, Executors, Administrators, or Assigns or any of them, shall and do, well and truly pay or cause to be paid unto the said parties of the first part, their Executors, Administrators, or Assigns, the aforesaid several sums of money, at the times herein before mentioned for payment thereof, according to the Tenor and Effect of the Covenant and Agreement herein after contained on the part of the said party of the second part, that then and in such case, the said parties of the first part their Heirs and Assigns, shall and will well and sufficiently grant, bargain, sell, release, convey, confirm and assure to the said party of the second part, and to his Heirs and Assigns forever or to whom he or they shall appoint or direct—ALL that certain Tract of Land, situate, lying and being in the County of Chatham in the State of New York, being part or parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said parties of the first part, made for the Proprietors by Joseph Ellicott, Surveyor, is distinguished by Township No. 10 on the 11<sup>th</sup> Range of said Townships—

And which said Tract of Land, on a certain other Map or Survey of said Township into lots, made for the Proprietors, by the said Joseph Ellicott, is distinguished by the West part of Lot No 30 according to the following plan, containing two hundred and fifty Acres, be the same more or less



PROVIDED ALWAYS that if Default shall be made in the performance of the covenant next herein after contained on the part of the said party of the second part, for the punctual payment of the said installments, and annual payments of interest in manner herein after mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect — And the said party of the second part, for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said parties of the first part their Heirs, Executors, Administrators and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators and Assigns, the said sum of thirty four Dollars or or before the 25<sup>th</sup> day of January next with lawful interest thereon from the date hereof, and the said remaining sum of six hundred and fifty three Dollars in six equal yearly installments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said installments, and annual payments of interest, to commence on the 25<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and thirteen. And the said parties of the first part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said party of the second part shall, on or before the 25<sup>th</sup> day of January next, erect, or cause to be erected, on the Tract of Land and premises herein before described or some part thereof, a Messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein, during the term of three years from thence next ensuing and shall, on or before the said 25<sup>th</sup> day of January next, clear and fence, or cause to be cleared and fenced, not less than five Acres of the said Tract of Land, to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years.

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangedly set their Hands and Seals the day and year first above written

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

*Wilhem Willink*  
*Jan Gabriel Van Staphorst*  
*Wilhem Willink the younger*  
*Cornelis Vollenhoven*  
*Jan Willink the younger*  
*Jan Willink the younger*  
*Jonathan Griswold*  
*Joseph Ellicott*  
*Jonathan Griswold*

June 25

17 0

Large G. 11

July 29

June 1812

J. B. R. 1812

the

J. B. R.







1861  
1864

S Y J 1  
R 12

Also 87  
Alvan Cornell 10 Dec 1830  
murdered his wife in Jonestown  
New York G 71 R 12-6801

Died in bone at the Auburn  
prison

Modelled

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

ARTICLES OF AGREEMENT, Indented, Made, Concluded and Fully Agreed upon, this *sixth* Day of *November*

in the Year of our Lord one thousand eight hundred and *two* BETWEEN *Wilhem Willink, Pieter Van Eeghen, Hendrik Vollenhoven, Rutger Jan Schimmelpenninck, Wilhem Willink the younger, Jan Willink the younger, Son of Jan, Jan Gabriel Van Staaphorst, Cornelis Vollenhoven and Hendrik Seye*, all of the City of Amsterdam, in the Republic of Batavia, by *Joseph Ellicott*, their Attorney, of the first PART—And *Martina Muner* of the second PART—WHEREAS the said Party of the second Part is justly indebted to the said Parties of the first Part, in the Sum of *Eight hundred and eighty eight Dollars and seventy five Cents* New-York Currency, to be paid to the said Parties of the first Part, their Executors, Administrators or Assigns, in Manner following, that is to say, the Sum of *Eighty eight Dollars and seventy five Cents* immediately upon the Executing of these Presents

and the remaining Sum of *Seven hundred and ninety eight Dollars and seventy five Cents* with the Interest from the Date hereof, to be paid yearly and every Year, (together with the said Instalments) upon such Part of the said last mentioned Sum as shall at the Time of such respective Payments be due and unpaid —The first of the said Instalments and annual Payments of Interest to commence on the *sixth* Day of *November* in the Year of our Lord one thousand eight hundred and *eight* NOW THEREFORE, in Consideration thereof, the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do by these Presents, covenant, promise and agree, to and with the said Party of the second Part, his Heirs, Executors, Administrators and Assigns, and every of them, that if the said Party of the second Part, his Heirs, Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said Parties of the first Part, their Executors, Administrators or Assigns, the aforesaid several Sums of Money, at the Times herein before mentioned for Payment thereof, according to the Tenor and Effect of the Covenant and Agreement herein after contained on the Part of the said Party of the second Part, that then and in such Case, the said Parties of the first Part, their Heirs and Assigns, shall and will well and sufficiently grant, bargain, sell, release, convey, confirm and assure to the said Party of the second Part, and to his Heirs and Assigns, forever, or to whom he or they shall appoint or direct—ALL that certain Tract of Land, situate, lying and being in the County of Genesee, in the State of New York being Part or Parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said Parties of the first Part made for the Proprietors by *Joseph Ellicott*, Surveyor, is distinguished by Township No *Six* in the *Seventh* Range of said Townships—And which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the Proprietors by the said *Joseph Ellicott*, is distinguished by *Lot No Seven*

BEGINNING at a post on the Southern bounds of the Erie Road being the North west corner of said *Lot* from which a *Beach* bears *S 04 E 9 Links* Thence South by part of *Lot No 17* forty seven chains *80 Links* to a post Thence East by *Lot No 6* fifty nine chains *14 Links* to a post Thence North by Township *No 6* in the *10* Range *Seventy four chains 19 Links* to a post on the Southern bounds of said Road Thence bounding on said Road *S 65 W thirty four chains 19 Links* *S 52 W sixteen chains 57* *W eighteen chains 30 Links* *S 45 W four chains 50 Links* to the place of Beginning containing *three hundred and fifty five Acres* be the same more or Less

PROVIDED ALWAYS, that if Default shall be made in the Performance of the Covenant next herein after contained on the Part of the said Party of the second Part, for the punctual Payment of the said Instalments, and annual Payments of Interest in Manner herein after mentioned, then the said Covenant next herein before contained on the Part of the said Parties of the first Part shall become void and of no Effect.—AND the said Party of the second Part, for himself, his Heirs, Executors and Administrators, doth covenant promise and agree, to and with the said Parties of the first Part, their Heirs, Executors, Administrators and Assigns, that he will well and truly pay to the said Parties of the first Part, their Executors, Administrators and Assigns, the said Sum of *Seven hundred and ninety eight Dollars and seventy five Cents*

in *eight* equal yearly Instalments, together with the lawful Interest to grow due thereon from the Date hereof, yearly and every Year, in Manner herein before mentioned, the first of the said Instalments, and annual Payments of Interest, to commence on the *sixth* Day of *November* in the Year of our Lord one thousand eight hundred and *eight* AND the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said Party of the second Part shall on or before the *sixth* Day of *November* next, erect, or cause to be erected, on the Tract of Land and Premises herein before described, or some Part thereof, a Messuage fit for the Habitation of Man, not less than eighteen Feet square, and shall live and reside, or cause a Family to live and reside therein, during the Term of *three* Years from thence next ensuing, and shall, on or before the *said sixth* Day of *November* next, clear and fence, or cause to be cleared and fenced, not less than *five* Acres of the said Tract of Land, to the Satisfaction of the said Parties of the first Part, that then and in such Case they the said Parties of the first Part, shall and will relinquish and release to the said Party of the second Part, all the Interest which shall have accrued upon such principal Sums of Money for the Period of two Years.

SIGNED SEALED AND DELIVERED, IN THE PRESENCE OF

*Wilhem Willink*  
*Peter Van Eeghen*  
*Hendrik Vollenhoven*  
*Rutger Jan Schimmelpenninck*  
*Wilhem Willink the younger*  
*James H. Stevens*  
*William Beardslee*

*Jan Willink the younger Son of Jan*  
*Jan Gabriel Van Staaphorst*  
*Cornelis Vollenhoven*  
*Hendrik Seye*  
By their Attorney  
*Joseph Ellicott*  
*Martina Muner*

69  
1845

N<sup>o</sup> 121  
3

Margena Munson

76 R 11

6<sup>th</sup> Nov 1805

on the Purchase of the Road

W<sup>m</sup> Smith

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Land Deeds To R 11

John 10  
Munson

Received Oct 4<sup>th</sup> 1806 of Marsena Munro Eight  
eight Dollars and seventy five Cents being the  
first Payment within mentioned

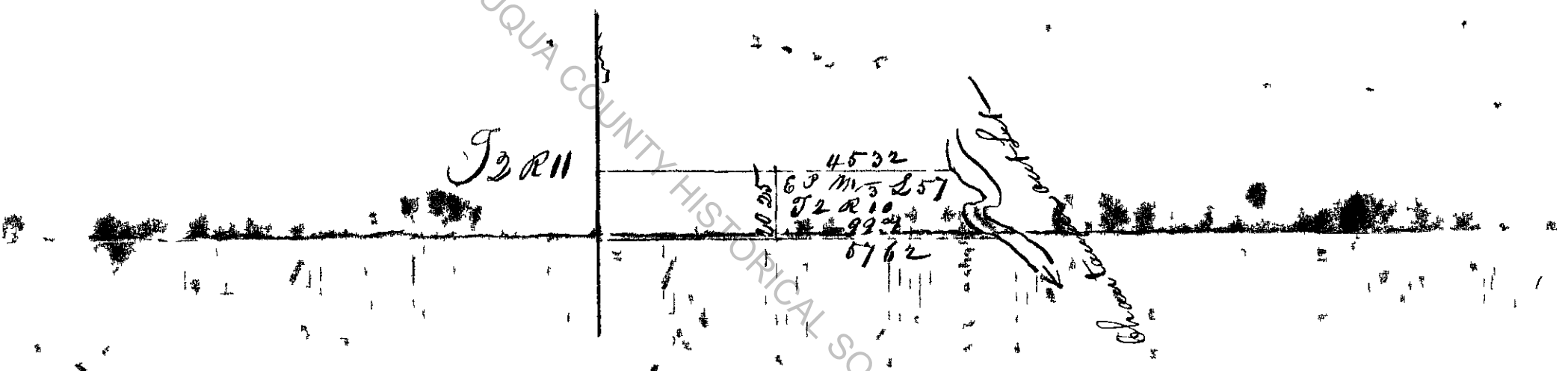
\$ 88 75

For Joseph Eliza  
James W. Steu

Love in th  
deep, de  
Come an  
Love

COPYRIGHT CHAUTAÜQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Articles of Agreement, indented, made, concluded, and fully agreed upon, this 15<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and twenty two — BETWEEN WILHELM WILLINK, HENDRIK VOLKHOVEN, RUTGER JAN SCHIMMELPENNING, WALRAVE VAN HEUKELOM, NICOLAAS VAN BEFFTINGH, JAN VAN EEGHEN, WILHELM WILLINK, JUNIOR, and GERRIT SCHIMMELPENNING, Rutger Jan's son, all of the city of Amsterdam in the Kingdom of the United Netherlands, by Jacob S Otto, their attorney, of the first part, and Samuel Cowden of the county of Chautauque and state of New York, of the second part, WHEREAS the said party of the second part, is justly indebted to the said parties of the first part, in the sum of three hundred & eighty four dollars & 20 cents — New York currency, to be paid to the said parties of the first part, their executors, administrators or assigns, in manner following, that is to say, the sum of one hundred & twenty five dollars immediately upon the executing of these presents, and the remaining sum of two hundred & nine dollars & 20 cents in equal yearly instalments, with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the last mentioned sum as shall at the time of such respective payments be unpaid the first of the said instalments and annual payments of interest to commence on the 15<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and twenty three — Now therefore, in consideration thereof, the said parties of the first part, for themselves, their heir, executors and administrators, do by these presents covenant, promise and agree, to and with the said party of the second part, his heirs, executors, administrators and assigns, and every of them, that if the said party of the second part, his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators or assigns, the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenants and agreements hereinafter contained on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns, shall, and will well, and sufficiently grant, bargain, sell, release, convey, confirm and assure, to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct, ALL that certain Tract of LAND, situate lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by Joseph Ellicott, surveyor, is distinguished by township No 2 in the 10<sup>th</sup> range of said townships, and which said tract of land, on a certain other map or survey of said township into lots made for the proprietors, by the said Joseph Ellicott, is distinguished by lot No 57 in said township, according to the following plan, containing Ninety nine acres, be the same more or less



provided Always, that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect AND the said party of the second part, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns, the said remaining sum of two hundred and nine dollars & 20 cents in equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year, in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 15<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and twenty three —

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Signed, Sealed and Delivered, }  
in the presence of }  
William Pearce

Wilhelm Willink  
Hendrick Volkhoven  
Rutger Jan Schimmelpenninck  
Walrave Van Heukelom  
Nicolaas Van Befftingh  
Jan Van Eeghen  
Wilhelm Willink Junior  
Gerrit Schimmelpenninck  
Rutger Jan's Son

By their attorney

Jacob S Otto  
Samuel Cowden



No 51

Land Ledger T & R 10

Salto 14

Janal Warden July 1822

From 1/2 57 (T & R 10) 99<sup>00</sup>

Penetration

COPYRIGHT CHAUTAUQUE COUNTY HISTORICAL SOCIETY WESTFIELD, NY 13257

Cart

Chase

August 22, 1822, Get. 47 50

July 1 50

49 00

July 19





Vol 1

No ~~1~~ 7

Land Ledger (S 1 P 10)

Book 25

Ebenezer Cheney May 1814

S 1 P 10 - 1780s



Transferred  
to Ebenezer Davis

Rec'd by Job Tobey March 27<sup>th</sup> 1829

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

ARTICLES OF AGREEMENT,

INDENTED, MADE, CONCLUDED AND FULLY AGREED UPON, this first 81 Day of April in the Year of our LORD one thousand eight hundred and Eight BETWEEN Willem Willink, Pieter Van Eghen, Hendrik Vollenhoven, and Rutger Jan Schummelpenninck,

Willem Willink the younger Jan Willink the younger son of Jan Jan Gabriel van Staiphorst Cornelis Vollenhoven and Hendrick Peyer all of the City of Amsterdam, in the Republic of Batavia by Joseph Ellicott, their Attorney, of the FIRST PART—And Richard Williams of the County of Stearns and State of New York

of the second part — WHEREAS the said Party of the second Part is justly indebted to the said Parties of the first Part in the sum of Three hundred & thirty two dollars and fifty cents CURRENCY, to be paid to the said Parties of the first Part, their Executors, Administrators or Assigns, in Manner following that is to say the sum of Three Dollars immediately upon the Executing of these Presents

And the sum of Ninety Dollars & fifty cents on or before the 1st day of April next with lawfull Interest thereon from the date hereof

and the remaining sum of Eight hundred and thirty nine Dollars in eight equal yearly Instalments

with the interest from the date hereof to be paid yearly and every year, (together with the said Instalments) upon each Part of the said last mentioned Sum as shall at the Time of such respective Payments be due and unpaid — The first of the said Instalments and annual Payments of Interest to commence on the first Day of April in the Year of our Lord one thousand eight hundred and Eleven NO V I HEREOF, in Consideration thereof, the said Parties of the first Part, for themselves their Heirs Executors and Administrators, do by these Presents, covenant promise and agree, to and with the said Party of the second Part his Heirs Executors, Administrators and Assigns and every of them that if the said Party of the second Part, his Heirs Executors Administrators or Assigns, or any of them shall and do well and truly pay or cause to be paid unto the said Parties of the first Part their Executors, Administrators or Assigns, the aforesaid several sums of Money at the times herein before mentioned for Payment thereof according to the Tenor and Effect of the Covenant and Agreement herein after contained on the Part of the said Party of the second Part that then and in such Case, the said Parties of the first Part their Heirs and Assigns, shall and will well and sufficiently grant bargain sell, release, convey confirm and assure to the said Party of the second Part and to his Heirs and Assigns forever, or to whom he or they shall appoint or direct—ALL that certain Tract of Land situate, lying and being in the County of Stearns in the State of New York being part or parcel of a certain Township which on a Map or Survey of Six Acres Tracts or Townships of Land of the said Parties of the first Part, made for the Proprietors by Joseph Ellicott Surveyor, is distinguished by Township Number Five in the 12th Range of said Townships—And which said Tract of Land, on a certain other Map or Survey of said Township into Lots, made for the Proprietors by the said Joseph Ellicott, is distinguished by Lot Number Twenty four in said Township

Beginning at a post being the North east corner of said Lot Thence South by Lot No 1 Sixty one chains & a Link to a post, thence West by Lot No 23 Forty seven chains & a Link to a post, thence still West crossing the Cree road one chain 76 Links to a post thence bounding on said road 945 ft Twelve chains 87 Links to a post, thence North by Lots No 22 and 23 Sixty eight chains 70 Links to a post, thence East by Part of Townships No 6 in the 12th Range Sixty chains to the place of beginning containing three hundred and Seventy three Acres (exclusive of eight Acres reserved in the Cree road) be the same more or less

PROVIDED ALWAYS, that if Default shall be made in the Performance of the Covenant next herein after contained on the Part of the said Party of the second Part, for the punctual Payment of the said Instalments, and annual Payments of Interest in Manner herein after mentioned then the said Covenant next herein before contained on the Part of the said Parties of the first Part shall become void and of no Effect —AND the said Party of the second part, for himself his Heirs, Executors and Administrators, doth covenant promise and agree, to and with the said Parties of the first Part, their Heirs, Executors, Administrators and Assigns, that he will well and truly pay to the said Parties of the first Part, their Executors, Administrators and Assigns, the said Sum of Ninety dollars & fifty cents on or before the 1st day of April next with lawfull Interest thereon from the date hereof, And

the said remaining sum of Eight hundred & thirty nine Dollars

in eight equal yearly Instalments, together with the lawfull Interest to grow due thereon from the Date hereof, yearly and every Year, in Manner herein before mentioned the first of the said Instalments and annual Payments of Interest, to commence on the first Day of April in the Year of our Lord one thousand eight hundred and Eleven AND the said Parties of the first Part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said Party of the second Part shall on or before the first Day of April next, erect, or cause to be erected, on the Tract of Land and Premises herein before described or some Part thereof, a Messuage fit for the habitation of Man, not less than eighteen feet square, and shall live and reside, or cause a Family to live and reside therein during the Term of Three Years from thence next ensuing and shall on or before the first Day of April next, clear and fence or cause to be cleared and fenced not less than Five Acres of the said Tract of Land, the satisfaction of the said Parties of the first Part, that then and in such Case they the said Parties of the first Part, shall and will relinquish and release to the said Party of the second Part, all the Interest which shall have accrued upon such principal Sums of Money for the period of two Years

IN TESTIMONY WHEREOF the Parties to these presents have hereunto interchangably set their Hands and Seals the day and year first above written

SIGNED, SEALED AND DELIVERED, IN THE PRESENCE OF  
Willem Willink  
Pieter Van Eghen  
Hendrik Vollenhoven  
Willem Willink the younger  
Jan Willink the younger  
Jan Gabriel van Staiphorst  
Cornelis Vollenhoven  
Hendrick Peyer  
Rutger Jan Schummelpenninck  
By their Attorney  
Joseph Ellicott  
Richard Williams

140

81

Richard Williams  
12 April 1805

Richard Williams

82

Mr. Williams the bearer of this  
Joy Gabriel Van Dyke  
Cornelis Callan  
Norwich Stage

Card Ledger P. 5. R. 19  
Folio 14  
3

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012



ARTICLES OF AGREEMENT, INDENTED, MADE, CONCLUDED, AND FULLY AGREED UPON

this 25th Day of October in the Year of our Lord one thousand eight hundred and sixteen Between Wilhem Willink, Hendrik Vollenhoven, and Rutgers Jan Schimmelpenninck,

all of the City of Amsterdam in the republic of Batavia, by Joseph Ellicott, their Attorney of the first part, and Nathan Sarall of the County of Chautauque and State of New York of the second part,

WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of one thousand one hundred and seven Dollars New York Currency to be paid to the said parties of the first part, their Executors, Administrators, or Assigns, in manner following, that is to say the sum of one hundred and seven Dollars immediately upon the executing of these Presents, and the remaining sum of nine hundred and

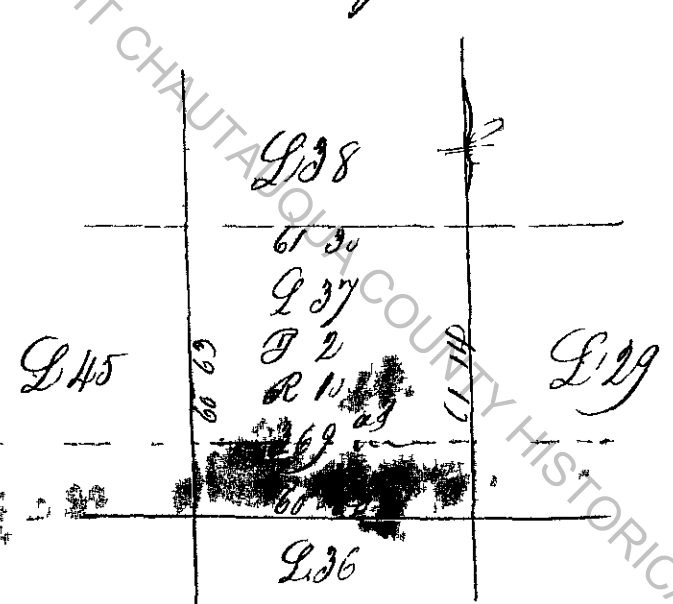
six equal yearly Instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall, at the time of such respective payments be unpaid - The first of the said instalments and annual payments of interest to commence on the 25th day of October in the year of our Lord one thousand eight hundred and sixteen NOW THEREFORE,

in consideration thereof, the said parties of the first part for themselves, their Heirs, Executors, and Administrators, do by these presents, covenant, promise and agree, to and with the said party of the second part, his Heirs, Executors, Administrators and Assigns, and every of them, that if the said party of the second part his Heirs, Executors, Administrators or Assigns or any of them, shall and do, well and truly pay or cause to be paid unto the said parties of the first part, their Executors Administrators, or Assigns the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and Agreement herein after contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part their Heirs and Assigns shall and will well and sufficiently grant, bargain, sell, release convey confirm and assure to the said party of the second part and to his Heirs and Assigns forever or to whom he or they shall appoint or direct - ALL that certain Tract of Land situate, lying and being in the County of

Chautauque in the State of New York, being part or parcel of a certain Township, which on a Map or Survey of divers Tracts or Townships of Land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT, Surveyor is distinguished by Township No 10

Range of said Townships - And which said Tract of Land, on a certain other Map or Survey of said Township into 7 Lots, made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by Lot No 2

in said Township, according to the following plan, containing three hundred and sixty nine Acres, be the same more or less



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments, and annual payments of interests in manner herein after mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect And the said party of the second part, for himself his Heirs Executors and Administrators, doth covenant promise and agree, to and with the said parties of the first part, their Heirs Executors Administrators and Assigns, that he will well and truly pay to the said parties of the first part, their Executors, Administrators, and Assigns, the said remaining sum of nine hundred and ninety seven Dollars

in six equal yearly instalments together with lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned the first of the said Instalments, and annual payments of interest to commence on the 25th day of October in the year of our Lord one thousand eight hundred and sixteen and the said parties of the first part, for themselves, their Heirs, Executors and Administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 25th day of October next, erect, or cause to be erected on the tract of Land and premises herein before described or some part thereof, a Messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside or cause a family to live and reside therein, during the term of three years from thence next ensuing and shall, on or before the said 25th day of October next, clear and fence, or cause to be cleared and fenced not less than five Acres of the said tract of Land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these Presents have hereunto interchangeably set their Hands and Seals the day and year first above written

SIGNED, SEALED AND DELIVERED, IN THE PRESENCE OF

William Search

Wilhem Willink  
Hendrick Vollenhoven  
Rutger Jan Schimmelpenninck  
By their attorney  
Joseph Ellicott

Nathan Sarall

N

Vol 1  
No ~~117~~ 119  
Land Ledger P 2 R 10  
Policies

Nathan Lasall Oct 1813  
Lot 37 J 2 R 10 369<sup>ac</sup>

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD

MP	123 <sup>ac</sup>	Rev by Ebenezer Cheney	Oct 26 <sup>th</sup> 1821
MP	123 <sup>ac</sup>	"	"
EP	123	"	"
	<u>369</u>		

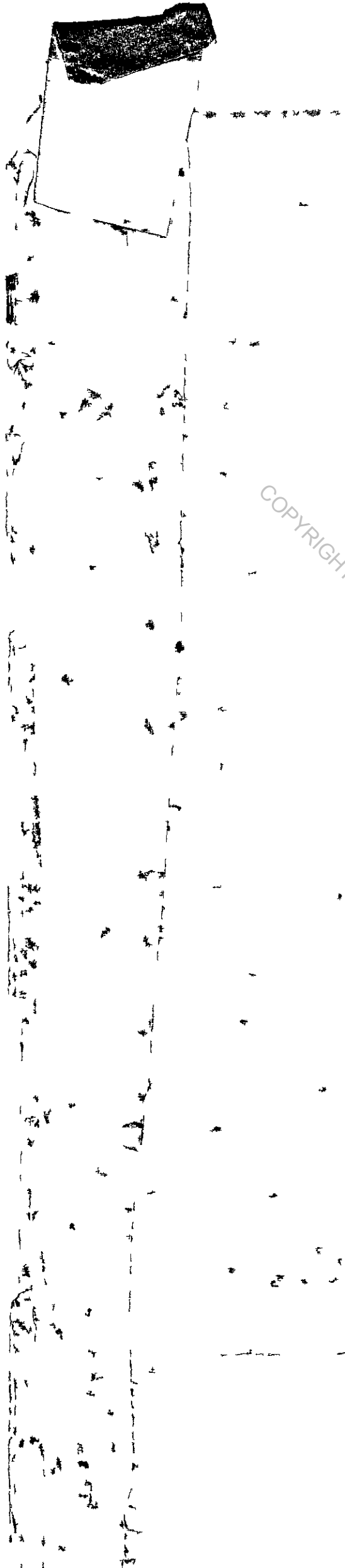


Chautauque County, N.Y.

On this twenty seventh day of April A.D. One thousand eight hundred & twenty  
before me Benjamin Evans, Esq. a commissioner to take the acknowledgment  
Deeds &c in said County, personally appeared, William Seacock, to me well known  
to being duly sworn on his oath said that he saw Daniel Pier to him known to be the  
person described in the within Indenture execute the same for the use and  
purpose therein mentioned & subscribed his name thereto as a witness, and  
being examined said Indenture & finding therein no material Interlineations,  
Erasures (except those noted) allow the same to be recorded.

Benjamin Evans

HISTORICAL SOCIETY WESTFIELD, NY 2012



11 10  
Sand Ledger 56 R12  
July 29.



85

Wesleyan Book 18  
Dance Pier 16 May 1820

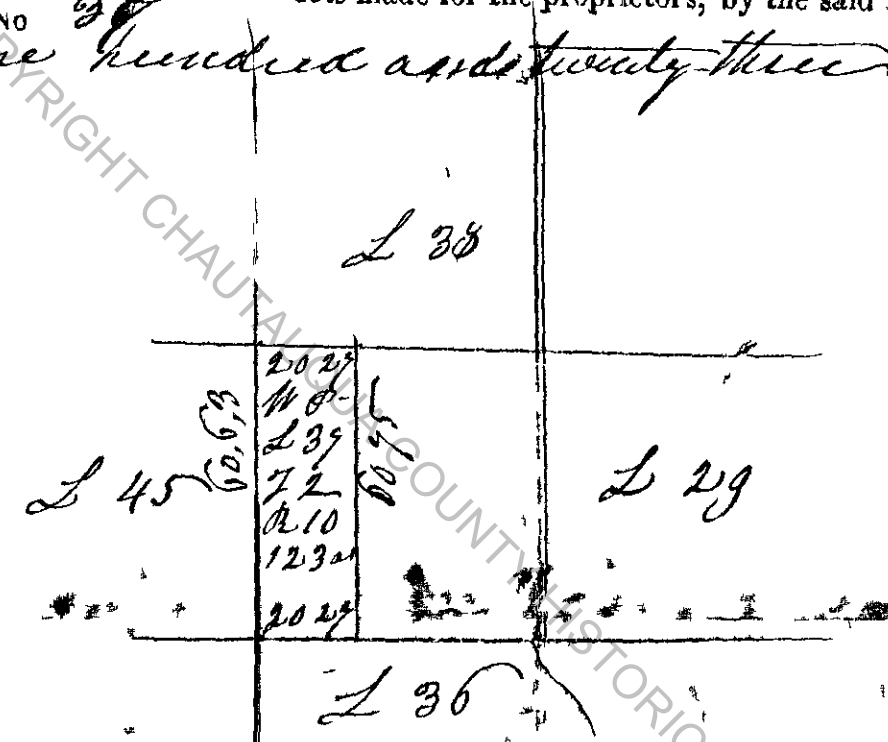
Daniel Pier

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Clark's Office for  
Chautauque County  
Received for  
28th A D 1821. at 12 O'clock at Noon, and  
Lib 2 of the Ledger for said County, Dec 1821

Articles of Agreement, indented made, concluded, and fully agreed upon, this 20<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty one BETWEEN WILHEM WILLINK, HENDRIK VOLLENHOVEN, RUTGER JAN SCHIMMELPENNING, WALRAVE VAN HEUKELOM, NICOLAAS VAN BEFFTINGH, JAN VAN EECHEM, WILHEM WILLINK, JUNIOR, and GERRIT SCHIMMELPENNING, Rutger Jan's son, all of the city of Amsterdam in the Kingdom of the United Netherlands, by Jacob S Otto, their attorney, of the first part, and Benjamin Cheney of the county of Chautauque and state of New York, of the second part, WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of four hundred & seventy one dollars & 91 cents New York currency, to be paid to the said parties of the first part, their executors, administrators or assigns, in manner following, that is to say, the sum of one dollar & 91 cents immediately upon the executing of these presents, and the remaining sum of four hundred & seventy dollars & 91 cents in six equal yearly instalments, with the interest from the date hereof, to be paid yearly and every year (together with the said instalment) upon such part of the first mentioned sum as shall at the time of such respective payments be unpaid the first of the said instalments and annual payments of interest to commence on the 20<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty one NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree, to and with the said party of the second part, his heirs, executors, administrators and assigns, and every of them, that if the said party of the second part, his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators or assigns, the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenants and agreements hereinafter contained on the part of the said party of the second part, that then and in such case the said parties of the first part, their heirs and assigns, shall, and will well, and sufficiently grant, bargain, sell, release, convey, confirm and assure, to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct, ALL that certain Tract of Land, situated lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by Joseph Ellicott, surveyor, is distinguished by township No 2 in the 10<sup>th</sup> range of said townships, and which said tract of land, on a certain other map or survey of said township into west part of lot No 38 according to the following plan, containing one hundred and twenty three acres, be the same more or less

PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect AND the said party of the second part, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns, the said remaining sum of four hundred & seventy dollars & 91 cents in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year, in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 20<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty one



IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered, }  
IN THE PRESENCE OF

Benjamin Evans

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck  
Walrave van Heukelom  
Nicolaas van Befftingh  
Jan van Eechem  
Wilhem Willink Jun  
Gerrit Schimmelpenninck  
Rutger Jan's son  
By their attorney  
Jacob S Otto  
Ebenezer Cheney



No 11

Sand Ledger T. D. R. 10

July 11.

Evergreen Church Oct 1821

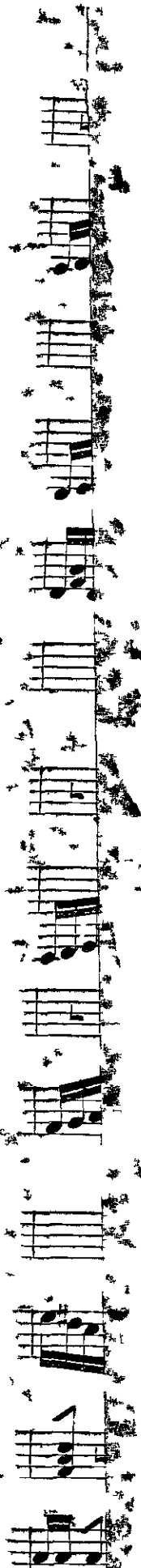
W. H. Lot 37 - T. 2 - R. 10 - 123<sup>as</sup>

dot

Reviewed

Emat, March 19 - 18<sup>as</sup>

COPYRIGHT CHAUTAUQUE COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012



# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon this 10<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and forteen By ten Between Wilhem Willink, Hendrik Vollenhoven, and Rutger Jan Schummelpenninck, all of the city of Amsterdam in the Republic of Britain by Joseph Ellcott their attorney of the FIRST PART and Alden Zober of the county of Chautauque and state of New York of the SECOND PART—WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of seven hundred & eighty dollars New York currency, to be paid to the said parties of the first part, their executors, administrators or assigns, in manner following that is to say, the sum of thirty five dollars immediately upon the executing of these presents, and the remaining sum of six hundred & forty three dollars in six equal yearly instalments with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the said last mentioned sum as shall at the time of such respective payments be unpaid—The first of the said instalments and annual payments of interest to commence on the 10<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and forteen NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators do by these presents, covenant, promise, and agree to and with the said party of the second part, his heirs, executors, administrators and assigns and every of them, that if the said party of the second part his heirs, executors, administrators, or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part their executors, administrators or assigns the aforesaid several sums of money, at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns shall and will well and sufficiently grant bargain, sell, release, convey confirm, and assure to the said party of the second part and to his heirs and assigns forever, or to whom he or they shall appoint or direct—All that certain TRACT OF LAND, situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township, which on a map or survey of divers tracts or townships of land of the said parties of the first part made for the proprietors by Joseph Ellcott, surveyor, is distinguished by Township No one in the 10<sup>th</sup> range of said townships—And which said tract of land, on a certain other map or survey of said township into lots made for the proprietors, by the said Joseph Ellcott is distinguished by the North part of Lot No 39 in said township, according to the following plan, containing one hundred & seventy seven acres, be the same more or less.



PROVIDED ALWAYS that if default shall be made in the performance of the covenant next herein after contained on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner herein after mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect—And the said party of the second part for himself, his heirs, executors and administrators, doth covenant, promise, and agree to and with the said parties of the first part their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns the said remaining sum of six hundred & forty three dollars in six equal yearly instalments, together with the lawful interest to grow due thereon from the date hereof yearly and every year, in manner herein before mentioned, the first of the said instalments, and annual payments of interest, to commence on the 10<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and forteen And the said parties of the first part, for themselves, their heirs, executors and administrators, do hereby further declare and agree, that if the said party of the second part shall on or before the 10<sup>th</sup> day of March next erect or cause to be erected on the tract of land and premises herein before described, or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein, during the term of three years from thence next ensuing and shall on or before the said 10<sup>th</sup> day of March next clear and fence or cause to be cleared and fenced not less than five acres of the said tract of land to the satisfaction of the said parties of the first part, that then and in such case they the said parties of the first part shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED, SEALED AND DELIVERED }  
IN THE PRESENCE OF }

William Seavick

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schummelpenninck  
By their attorney  
Joseph Ellcott

Alden Zober

Part 1

no. 126

Lead God get P.M.

Prolog H

Alden Tobey march 1815

N/37 71 R-10

Handwritten musical score consisting of 12 staves. The notation includes various note values, rests, and dynamic markings such as *ff*. The score is written in a cursive, handwritten style. At the bottom of the page, there is a small box containing the text "P.M. final" and "later".

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, N.Y. 2012

ANDANTE  
dol  
tempo

*W.D. 88 - Rev<sup>d</sup> by Ole Barnes*

COPYRIGHT SAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

# Articles of Agreement, indented, made, concluded, and fully

agreed upon, this 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen between William Willink, Hendrik Vollenhoven, and Rutger Jan Schimmelpenninck,

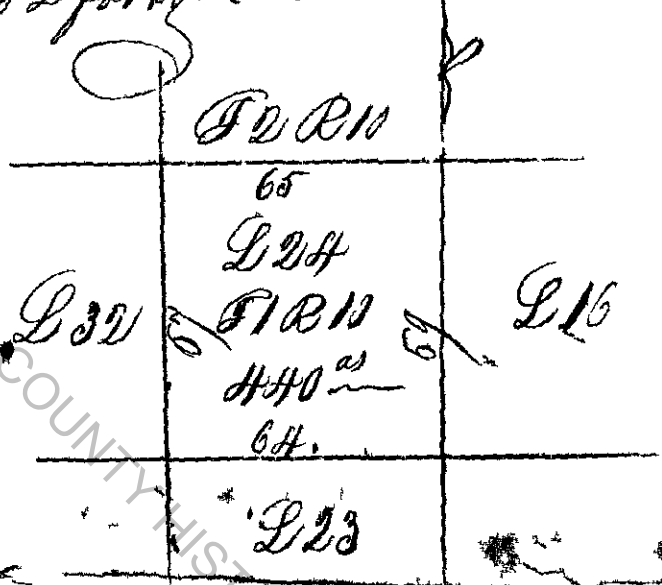
all of the city of Amsterdam in the republic of Holland, by Joseph Ellicott, their attorney, of the first part, and Levi Jones of the county of Chautauque and of the state of New York of the second part. WHEREAS the said party of the second

part is justly indebted to the said parties of the first part, in the sum of Twenty hundred & ten dollars New York currency to be paid to the said parties of the first part their executors, administrators, or assigns, in manner following that is to say, the sum of Twenty one dollars

immediately upon the execution of these presents, and the remaining sum of Eleven hundred & forty nine dollars in six equal yearly instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalment) upon such part of the said last mentioned sum as shall at the time of such respective payments be unpaid. The first of the said instalments and annual payments of interest to commence on the 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen

and hereafter, in consideration thereof the said parties of the first part for themselves, their heirs, executors and administrators do by these presents, covenant, promise and agree to and with the said party of the second part his heirs, executor, administrator, and assigns and every of them that if the said party of the second part his heirs, executors, administrators, or assigns or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators, or assigns the aforesaid several sums of money, at the times herein before mentioned for payment thereof according to the tenor and effect of the covenant and agreement herein after contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part their heirs and assigns shall and will well and sufficiently grant bargain sell release convey, confirm and assure to the said party of the second part, and to his heirs and assigns for ever, or to whom he or they shall appoint or direct—ALL that certain tract of LAND situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain Township which on a map or survey of divers tracts or Townships of Land of the said parties of the first part made for the proprietors by Joseph Ellicott, surveyor is distinguished by Township No one in the 10<sup>th</sup> Range of said Townships—And which said tract of Land, on a certain other map or survey of said Township into Lots, made for the proprietors, by the said Joseph Ellicott is distinguished by Lot No 24 in said Township

according to the following plan, containing Two hundred & forty acres, be the same more or less



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein after contained, the said parties of the second part shall become void and of no effect. And the said party of the second part, for himself, his heirs, executors and administrators doth covenant, promise and agree, to and with the said parties of the first part their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns the said remaining sum of Eleven hundred & forty nine dollars

in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned the first of the said instalments, and annual payments of interest to commence on the 30<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and fourteen and the said parties of the first part for themselves, their heirs, executors and administrators, do hereby further declare and agree that if the said party of the second part shall on or before the 30<sup>th</sup> day of May next erect, or cause to be erected on the tract of Land and premises herein before described, or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years, from thence next ensuing and shall on or before the said 30<sup>th</sup> day of May next, clear and fence, or cause to be cleared and fenced not less than five acres of the said tract of Land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED, AND DELIVERED, }  
IN THE PRESENCE OF

William Willink

William Willink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck

By their Attorney

Joseph Ellicott

Levi Jones



Fol. 1

(95)

N<sup>o</sup> 11

Land Ledger P. R. 10

Polio 22'

Leve Jones may 1874

Lot 24. J. R. 10 - 440<sup>ac</sup>

A pine lot. Afterwards  
~~owned by~~ <sup>owned by</sup> Rufus P. W.

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

I find the clippings on this page among the papers of the late Judge Elias T. Foster - The "Articles" to which they were a part, were probably in original condition and he saved only the parts which were autographs - I have attached to this leaf some measurements on them: these were made by J. M. Stevens

James M. Stevens  
 Aa Transom

By their Attorney Joseph Elliott  
 6th March 1805  
 5th town 12 R lot 16 Seth Cole

first above written  
 Jan Wellent the younger son of  
 Jan Gabriel Benstefort  
 Council, Vollenhoven  
 Hendrik Sey 2d July - 15 1805  
 By their Attorney Joseph Elliott  
 Cyrenius Chapin

By their Attorney Joseph Elliott  
 1805 William Elder 13th court 1805  
 6th town 11th Range lot 27 482 rods \$1205

COPYRIGHTED BY THE HISTORICAL SOCIETY OF NEW JERSEY

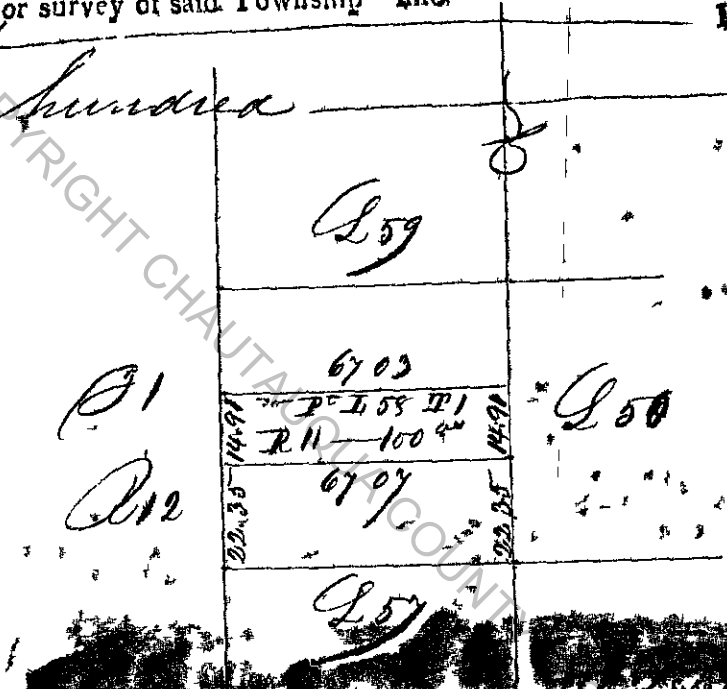
This page contains eight systems of musical notation for a piano piece. Each system consists of two staves joined by a brace on the right. The notation includes various note values (quarter, eighth, sixteenth notes), rests, and dynamic markings such as *mf*, *f*, and *cl*. The piece concludes with a double bar line and a fermata. The page is numbered '98' in the top left corner and '9' in the bottom left corner. A faint watermark 'MUSICAL SOCIETY WRITERS' is visible across the middle of the page.

# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon this 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Eighteen between Wilhem Willink Hendrik Vollenhoven Rutger Jan Schimmelpenninck Wilhem Willink the younger Jan Willink the younger Jan Gabriel Van Staphorst Cornelis Vollenhoven and Hendrik Seye, all of the city of Amsterdam in the Republic of Batavia, by JOSEPH ELLICOTT, their attorney, of the first part and Benjamin Runyan of the county of Chautauque and state of New York, of the second part, — WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of five hundred dollars New York currency, to be paid to the said parties of the first part, their executors, administrators, or assigns in manner following that is to say the sum of twenty five dollars immediately upon the executing of these presents and the remaining sum of four hundred & seventy five dollars

in six equal yearly instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the last mentioned sum, as shall, at the time of such respective payments be unpaid — The first of the said instalments and annual payments of interest to commence on the 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Eighteen NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves their heirs executors and administrators do by these presents covenant, promise, and agree to and with the said party of the second part, his heirs executors administrators and assigns and every of them that if the said party of the second part his heirs executors, administrators or assigns, or any of them shall and do well and truly pay, or cause to be paid unto the said parties of the first part, their executors administrators, or assigns, the aforesaid several sums of money at the time herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement hereinafter contained, on the part of the said party of the second part that then and in such case, the said parties of the first part, their heirs and assigns, shall and will well and sufficiently grant bargain sell, release, convey confirm and assure, to the said party of the second part, and to his heirs and assigns for ever or to whom he or they shall appoint or direct — All that certain Tract of Land situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT, surveyor is distinguished by Township No 1 in the 11<sup>th</sup> Range of said Township

— And which said tract of land on a certain other map or survey of said Township into Lot No 55 in said Township, acres, be the same more or less, according to the following plan, containing One hundred



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein before contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect — And the said party of the second part, for himself his heirs executors and administrators, doth covenant promise and agree to and with the said parties of the first part, their heirs, executors, administrators, and assigns, that he will well and truly pay to the said parties of the first part their executors administrators and assigns the said remaining sum of four hundred & seventy five dollars in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said instalments and annual payments of interest, to commence on the 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Eighteen. And the said parties of the first part, for themselves, their heirs executors and administrators do hereby further declare and agree that if the said party of the second part shall on or before the 25<sup>th</sup> day of June next, erect or cause to be erected on the tract of land and premises herein before described or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 25<sup>th</sup> day of June next clear and fence, or cause to be cleared and fenced, not less than five acres of the said tract of land to the satisfaction of the said parties of the first part that then and in such case they, the said parties of the first part, shall and will relinquish and release to the said party of the second part all the interest which shall have accrued up to such principal sums of money for the period of two years.

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangably set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF

*William Lawick*

*Wilhem Willink*  
*Hendrik Vollenhoven*  
*Rutger Jan Schimmelpenninck*  
*Wilhem Willink the Younger*  
*Jan Willink the Younger*  
*Jan Gabriel Van Staphorst*  
*Cornelis Vollenhoven*  
*Hendrik Seye*  
 By their Attorney  
*Joseph Ellcott*  
*Benjamin Runyan*

1818



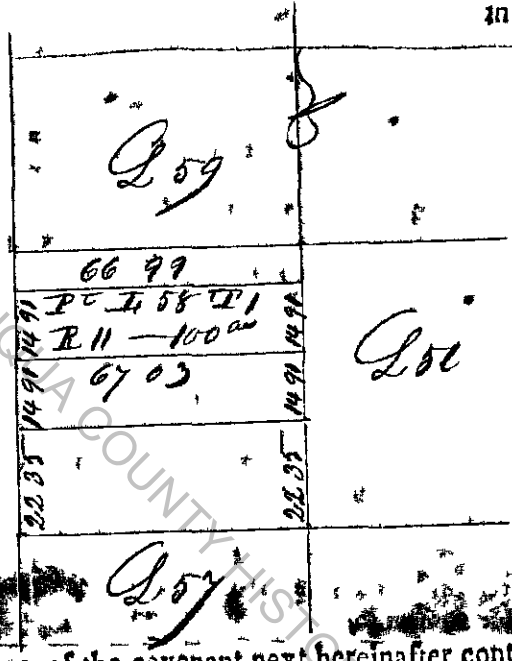


# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon this 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Sixteen between Wilhem Willink Hendrik Vollenhoven Rutger Jan Schammelpenninck Wilhem Willink the younger Jan Willink the younger, son of Jan, Jan Gabriel Van Staphorst Cornelis Vollenhoven and Hendrik Seye, all of the city of Amsterdam in the Republic of Batavia, by JOSEPH ELLICOTT their attorney, of the first part and Henry Runyan of the county of Chattanooga and state of New York, of the second part, — WHEREAS the said party of the second part is justly indebted to the said parties of the first part, in the sum of five hundred dollars —

NEW YORK CURRENCY, to be paid to the said parties of the first part, their executors, administrators, or assigns in manner following that is to say, the sum of Twenty five dollars immediately upon the executing of these presents and the remaining sum of Four hundred & seventy five dollars in six equal yearly instalments with the interest from the date hereof to be paid yearly and every year (together with the said instalments) upon such part of the last mentioned sum, as shall, at the time of such respective payments be unpaid: — The first of the said instalments and annual payments of interest to commence on the 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Nineteen NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves their heirs executors and administrators do by these presents covenant promise, and agree to and with the said party of the second part his heirs executors administrators and assigns and every of them that if the said party of the second part his heirs executors administrators or assigns or any of them shall and do well and truly pay, or cause to be paid unto the said parties of the first part, their executors, administrators or assigns, the aforesaid several sums of money at the time herein before mentioned for payment thereof according to the tenor and effect of the covenant and agreement hereinafter contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns, shall and will well and sufficiently grant bargain sell, release, convey, confirm and assure, to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct — All that certain Tract of Land situate, lying and being in the county of Chattanooga in the state of New York being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT, surveyor is distinguished by Township No 1 in the 11<sup>th</sup> Range of said Township made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by Part of Lot No 55 in said Township, \_\_\_\_\_ acres, be the same more or less

according to the following plan, containing One hundred



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next hereinafter contained, on the part of the said party of the second part for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect — And the said party of the second part, for himself his heirs executors and administrators, doth covenant promise and agree to and with the said parties of the first part their heirs, executors, administrators, and assigns, that he will well and truly pay to the said parties of the first part their executors administrators and assigns the said remaining sum of four hundred & seventy five dollars in six equal yearly instalments together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 25<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Nineteen And the said parties of the first part for themselves their heirs executors and administrators do hereby further declare and agree that if the said party of the second part shall on or before the 25<sup>th</sup> day of June next, erect, or cause to be erected on the tract of land and premises herein before described or some part thereof, a messuage fit for the habitation of man, not less than eighteen feet square, and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 25<sup>th</sup> day of June next clear and fence, or cause to be cleared and fenced, not less than five acres of the said tract of land to the satisfaction of the said parties of the first part that then and in such case they the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF

William Deacock

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schammelpenninck  
Wilhem Willink the younger  
Jan Willink the younger  
Jan Gabriel Van Staphorst  
Cornelis Vollenhoven  
Hendrik Seye

By their Attorneys

Joseph Ellcott

Henry Runyan

1065

N 82

Land Ledger A B C

Page 106

Henry Barry Jan 18 16

J R H

Henry Barry

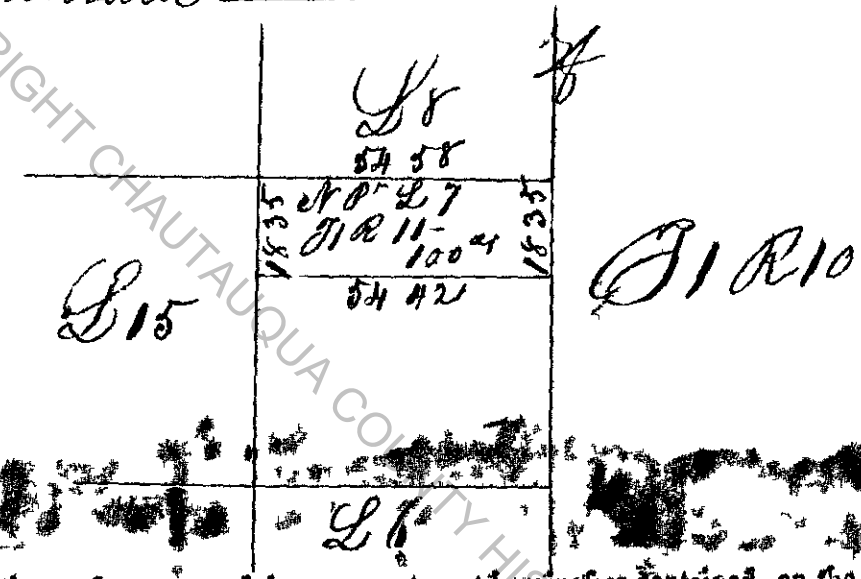
COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD NY 2017

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPREME COURT

# ARTICLES OF AGREEMENT, Indented, Made, Concluded

and fully agreed upon, this 8<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and Sixteen between Wilhem Willink Henrick Vollenhoven Rutger Jan Schummelpennock Wilhem Willink the younger Jan Willink the younger Jan Gabriel Van Staphorst Cornelis Vollenhoven and Hendrik Goye, all of the city of Amsterdam in the Republic of Batavia by JOSEPH ELLICOTT their attorney, of the first part and William Dunbar of the county of Chautauque and state of New York, of the second part, — WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of two hundred dollars —

NEW YORK CURRENCY TO BE PAID TO THE SAID PARTIES OF THE FIRST PART, THEIR EXECUTORS, ADMINISTRATORS OR ASSIGNS IN MANNER FOLLOWING THAT IS TO SAY THE SUM OF thirty five hundred & seventy dollars immediately upon the executing of these presents, and the remaining sum of two hundred & thirty five dollars in six equal yearly instalments with the interest from the date hereof to be paid yearly and every year, (together with the said instalments) upon such part of the last mentioned sum, as shall, at the time of such respective payments be unpaid — The first of the said instalments and annual payments of interest to commence on the 8<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and seventeen. NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves their heirs executors and administrators do by these presents covenant promise, and agree to and with the said party of the second part his heirs, executors administrators and assigns and every of them that if the said party of the second part, his heirs executors administrators or assigns, or any of them shall and do well and truly pay, or cause to be paid unto the said parties of the first part, their executors administrators or assigns the aforesaid several sums of money at the time herein before mentioned for payment thereof, according to the tenor and effect of the covenant and agreement hereinafter contained, on the part of the said party of the second part, that then and in such case, the said parties of the first part, their heirs and assigns, shall and will well and sufficiently grant, bargain, sell, release, convey confirm and assure, to the said party of the second part, and to his heirs and assigns forever or to whom he or they shall appoint or direct — All that certain Tract of Land situate, lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part made for the proprietors by JOSEPH ELLICOTT, surveyor, is distinguished by Township No. 11 in the 11<sup>th</sup> Range of said Township — And which said tract of land on a certain other map or survey of said Township into Lot No. 4 in said Township, lots made for the proprietors, by the said JOSEPH ELLICOTT, is distinguished by the North part of according to the following plan, containing One hundred acres, be the same more or less



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next hereinafter contained on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect — And the said party of the second part, for himself his heirs executors and administrators, doth covenant promise and agree to and with the said parties of the first part their heirs, executors, administrators, and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns the said remaining sum of two hundred & seventy dollars in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 8<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and seventeen. And the said parties of the first part, for themselves their heirs, executors and administrators do hereby further declare and agree that if the said party of the second part shall on or before the 8<sup>th</sup> day of July next, erect or cause to be erected on the tract of land and premises herein before described, or some part thereof a messuage fit for the habitation of man, not less than eighteen feet square and shall live and reside, or cause a family to live and reside therein during the term of three years from thence next ensuing and shall on or before the said 8<sup>th</sup> day of July next clear and fence, or cause to be cleared and fenced not less than five acres of the said tract of land to the satisfaction of the said parties of the first part, that then and in such case they, the said parties of the first part, shall and will relinquish and release to the said party of the second part, all the interest which shall have accrued upon such principal sums of money for the period of two years

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED }  
IN THE PRESENCE OF }  
William Dunbar

Wilhem Willink  
Henrick Vollenhoven  
Rutger Jan Schummelpennock  
Wilhem Willink the younger  
Jan Willink the younger  
Jan Gabriel Van Staphorst  
Cornelis Vollenhoven  
Hendrik Goye  
By their attorney }  
Joseph Ellcott

William Dunbar

Land Ledger

100.00

Wm. D. ... July 1816

N/1 Lot 7-T1 R11 100.00

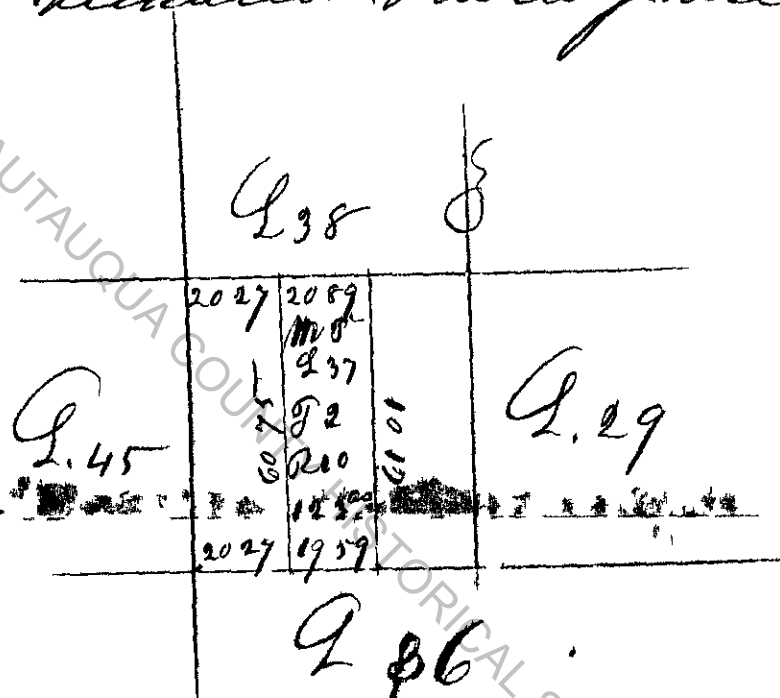
Wm. D. ...

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

1816

Articles of Agreement, indented, made, concluded, and fully agreed upon, this 28<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty one BETWEEN WILHEM WILLINK, HENDRIK VOLLENHOVEN, RUTGER JAN SCHIMMELPENNINCK, WALRAVE VAN HEUKELOM, NICOLAAS VAN BEEFTINGH, JAN VAN EEGHEN, WILHEM WILINK, JUNIOR, and GERIT SCHIMMELPENNINCK, Rutger Jan's son, all of the city of Amsterdam in the Kingdom of the United Netherlands, by Jacob S. Otto, then attorney, of the first part, and Ebenezer Cheney of the county of Chautauque and state of New York, of the second part, WHEREAS the said party of the second part is justly indebted to the said parties of the first part in the sum of four hundred & seventy one dollars & 91 cents New York currency, to be paid to the said parties of the first part, their executors, administrators or assigns, in manner following, that is to say, the sum of one immediately upon the executing of these presents, and the remaining sum of four hundred & seventy dollars & 91 cents in six equal yearly instalments, with the interest from the date hereof, to be paid yearly and every year (together with the said instalments) upon such part of the last mentioned sum as shall at the time of such respective payments be unpaid the first of the said instalments and annual payments of interest to commence on the 28<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty two NOW THEREFORE, in consideration thereof, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree, to and with the said party of the second part, his heirs, executors, administrators and assigns, and every of them, that if the said party of the second part, his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said parties of the first part, their executors, administrators or assigns, the aforesaid several sums of money at the times herein before mentioned for payment thereof, according to the tenor and effect of the covenants and agreements hereinafter contained on the part of the said party of the second part, that then and in such case the said parties of the first part, their heirs and assigns, shall, and will well, and sufficiently, grant, bargain, sell, release, convey, confirm and assure, to the said party of the second part, and to his heirs and assigns forever, or to whom he or they shall appoint or direct, ALL that certain Tract of Land, situate lying and being in the county of Chautauque in the state of New York, being part or parcel of a certain township which on a map or survey of divers tracts or townships of land of the said parties of the first part, made for the proprietors by Joseph Ellicott, surveyor, is distinguished by township No 2 in the 10<sup>th</sup> range of said townships, and which said tract of land, on a certain other map or survey of said township into lots made for the proprietors, by the said Joseph Ellicott, is distinguished by lot No 37 according to the following plan, containing one hundred & twenty three acres be the same more or less

lot No 37



PROVIDED ALWAYS, that if default shall be made in the performance of the covenant next herein after contained, on the part of the said party of the second part, for the punctual payment of the said instalments and annual payments of interest in manner hereinafter mentioned, then the said covenant next herein before contained on the part of the said parties of the first part shall become void and of no effect AND the said party of the second part, for himself, his heirs, executors and administrator, doth covenant, promise and agree, to and with the said parties of the first part, their heirs, executors, administrators and assigns, that he will well and truly pay to the said parties of the first part, their executors, administrators and assigns, the said remaining sum of four hundred & seventy dollars & 91 cents in six equal yearly instalments, together with lawful interest to grow due thereon from the date hereof, yearly and every year, in manner herein before mentioned, the first of the said instalments and annual payments of interest to commence on the 28<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and twenty two

IN TESTIMONY WHEREOF, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered, }  
 IN THE PRESENCE OF  
Benjamin Every

Wilhem Willink  
Hendrik Vollenhoven  
Rutger Jan Schimmelpenninck  
Walrave Van Heukelom  
Nicolaas Van Bueftingh  
Jan Van Eeghen  
Wilhem Willink Jun  
Gerit Schimmelpenninck  
Rutger Jan's son  
 By their Attorney  
Jacob S. Otto  
Ebenezer Cheney



(113)

~~T<sub>3</sub>~~  
No 13

Land Ledger B 2 R 10

Foley

Ebenezer Cheney Oct 82

No 1 37 - J 2 R 10 1 3 00

1 1 2 2 /

Revised

COPYRIGHT CHAUTAUQUA COUNTY HISTORICAL SOCIETY WESTFIELD, NY 2012

Ex - Arch - 19 - 1800

