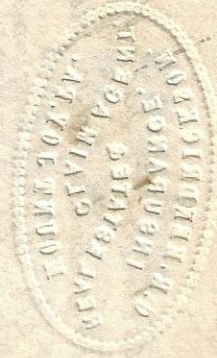


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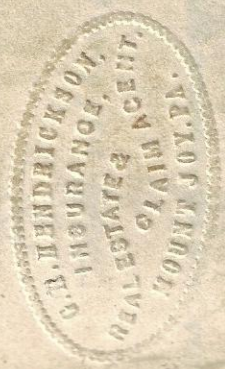
DEED.

Maj. O. L. Moore,
and Wife
To

Prof. J. R. Bartholomew.

For Academy Buildings,
and 2 parcels of ground,
in Wardensburg Branch & Duffs,
Somerset Co., Penna.

Clarke, Pm. 230 YORK ST.



Oct 9. 8th 1867
1/2 p. 8 1/2

Recorded in the Recorder's Office in and for the County of
Somerset in Record Book 2, fol. 9. Page 13 re
Witness my hand and seal of Office this
ninth day of Oct. A.D. 1867
Alvin D. Fox Recorder



This Indenture,

MADE the

Thirteenth day of November in the year of our Lord one thousand eight

hundred and sixty five (1865). BETWEEN Edwin S. Moore, of the Borough of Mountjoy, County of Down, and State of Pennsylvania, Major in the United States Army, and Sarah C. his wife, of the one part; And John R. Carothers, of the same place, professor,

of the other part, **Witnesseth**, That the said Edwin S. Moore, and Sarah C. his wife,

for and in consideration of the sum of Eight Thousand Five hundred Dollars (\$8500.) remaining charged upon the within conveyed premises as hereinafter mentioned, lawful money of the United States of America, unto them to be and truly paid by the said John R. Carothers,

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said John R. Carothers, his

Heirs and Assigns, All that certain Three Story Stone Building with Wings attached and tract of Land, known as "the Mountjoy Academy," situated in the Borough of Mountjoy, aforesaid, bounded and described as follows, to wit: Beginning at a stone in the middle of Barbara Street, on the north side of North Alley; thence by the north side of said Alley, south eighty four degrees east twenty eight perches and twelfth parts to the corner of lands of Dr. J. L. Zeigler; thence along said land of J. L. Zeigler, north six degrees east twenty four and twelfth parts perches to the line of land of John Snyder; thence along the line of said land of John Snyder, south eighty seven degrees and a quarter west twenty eight and three fourths perches to the middle of Barbara Street aforesaid at a stone; and thence by the middle of said Street south six degrees west twenty perches to the place of beginning; Containing Three Acres and one hundred and forty six perches, near measure; And known and designated in this conveyance as Number One. Together with all those certain four Lots of Ground, adjoining each other, situated in the said Borough of Mountjoy, and known in the plan of said Town as laid out by Jacob Rohrer, Esq. by numbers 120, 121, 122 and 123, fronting south 50 feet each on Mountjoy Street, and extending north, of the same width 180 feet to North Alley, and bounded on the west by Town Lot Number 119 and on the east by Town Lot Number 124; Said Lots designated herein as No. 2. Together with a certain other piece of parcel of ground situated in said Borough of Mountjoy, and bounded and described as follows, to wit: Beginning at the south east corner of said Barbara Street and said North Alley, thence extending southwardly along the east side of Barbara Street and also along the west line of Lot Number 118, 25 feet more or less, to a point, being a corner of the remainder of said Lot belonging to Wm. Mc. Farland; thence extending eastwardly by the said property of Wm. Mc. Farland on a line parallel with said North Alley, one hundred feet to a point in the west line of the aforementioned Lot Number 120; thence extending northwardly along the line of said Lot about 25 feet to a point in the south line of said North Alley; thence westwardly along the south side of said Alley 100 feet to the place of beginning; Said parcel known and designated in this conveyance as Number Three. Together with a certain other tract or piece of land, situated in the Township of Mountjoy, County and State aforesaid, bounded and described as follows, to wit: Beginning at a Stone in the middle of the Mountjoy and Mannheim Road; thence by lands of John Snyder, north eighty six and one fourth degrees east, 762 feet to a Stone; thence by a line running in a northwesterly direction by lands of John A. Snyder, 508 1/2 feet to a point in the line of lands of John A. Snyder; 381 3/4 feet distant from a Stone in the middle of the said Mountjoy and Mannheim Road, the termination of said John A. Snyder's line; thence from said point along said John A. Snyder's line, south 72 1/4 degrees west, 49 3/8 feet to a Stone in said line; thence by lands of Satch and Thor. Wiggins in a southerly direction 163 1/2 feet to a stake in a Quarry; thence by a line running nearly the same course as the last 169 1/2 feet to a point opposite a notch in a rail of John Snyder's line fence and 12 feet distant therefrom; thence by a line parallel to the first mentioned line and 12 feet distant therefrom, south 86 1/4 degrees west, 350 feet to a point in the middle of said Mountjoy and Mannheim Road and in a line (running along the said Road) between the said land of E. S. Moore and John Snyder; thence southerly along the middle of said Road 12 feet to the place of beginning; Said Tract containing One and a half Acres of Land, more or less, and known and designated in this conveyance as Number 4, and possessing as appurtenant thereto and belonging to the owner, thence the right to pass and repass, with his cattle and other live stock, through the said land of John A. Snyder, as appurtenant to the said land, for the purpose of the said Tract, to parcels of Land, being the same which were conveyed and assured to the said E. S. Moore, of the party of the first part, his heirs and assigns forever, so follows: No. 1. by two separate deeds of conveyance in two separate parcels, one of which bears bearing date April 25th A.D. 1858, being from Henry Hunt and Barbara, his wife, and the other bearing date, Oct. 3rd A.D. 1857, being from the Board of Trustees of the Mountjoy Academy. No. 2. by Indenture, bearing date the day of _____ A.D. 1853, from James Smith and Ann, his wife; No. 3. by Indenture, bearing date _____ A.D. 1853, from _____ and _____

Together with all and singular the Buildings Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of them the said Edwin L. Moore and Sarah C. his Wife in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said Three Story Stone Building with Wings Attached, and said four several parcels of land afore described, containing altogether six and one fourth Acres, more or less, with right of way to said Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said John R. Carothers, his

Heirs and Assigns, to and for the only proper use and behoof of the said John R. Carothers, his

Heirs and Assigns for ever, Under and subject to the right (if any such right exists) of the public or any other parties to use and enjoy that portion of the Tract herein described as Number One, and which has been thrown open as a Street under the name of "High Street Extended", as a public Street or Highway.

Also Under and subject to the rights of certain Trustees vested in them by Indenture, bearing date the day of 1842, or thereabouts, to use, hold and enjoy for School purposes, that portion of the within conveyed premises, designated herein as Number Three.

Also subject and charged with the payment of the sum of Eight Thousand five hundred dollars in manner following, to wit: One thousand dollars to be paid on or before the 1st day of April 1866, the further sum of Two thousand dollars on or before the 1st day of April 1867, the further sum of Two thousand dollars on or before the 1st day of April 1868, and the further sum of Three thousand five hundred dollars on or before the 1st day of April 1869, with lawful interest on all the said several payments from the first day of September 1865; which said total amount and the interest thereon due or to become due, is further secured by divers Judgments entered against E. L. Moore, the grantor, and held by different persons, and which are now a lien against the property hereby conveyed, and which together with other judgments and bearing date hereunto given by the said J. R. Carothers to the said E. L. Moore, will comprise a sum equal to said purchase money. That the said premises to be free, clear and discharged of and from any and all other liens or incumbrances whatsoever.

And the said Edwin L. Moore and Sarah C. his Wife, for themselves, their

Heirs, Executors and Administrators, Do by these presents, covenant, grant and agree, to and with the said John R. Carothers, his

Heirs and Assigns, that he the said Edwin L. Moore, and his

Heirs, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said John R. Carothers, his

Heirs and Assigns, against them the said Edwin L. Moore and Sarah C. his Wife, and their

Heirs, and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof,

shall and will by these presents Warrant and forever Defend.

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

SEALED AND DELIVERED

IN THE PRESENCE OF US,

All printed word in type 12, cancelled before signing

Robert McFadden

G. R. Hendrickson

Edwin L. Moore

Sarah C. Moore

Received, the day of the date of the within or foregoing Indenture, of the within named John R. Carothers, the sum of Eight Thousand five hundred dollars, the consideration money afore mentioned in full. Witness present Robert McFadden G. R. Hendrickson } \$8500. in manner as within afore stated, which said money bonds when paid will be in full for the said purchase money. Edwin S. Moore

State of Pennsylvania }
County of Lancaster } ss.

On the Fifteenth day of November Anno Domini 1865 before me, a Justice of the Peace in and for the County of Lancaster personally appeared the above named Edwin S. Moore and Sarah C. his wife

and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and desired the same might be recorded as such; and the said Sarah C. being of full age and separate and apart from her said husband by me thereon privately examined, and the full contents of the above Deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord, sign, seal, and as her act and deed, deliver the above written Indenture, Deed, or Conveyance, without any coercion or compulsion of her said husband. WITNESS my hand and seal, the day and year aforesaid.

Robert McFadden J.P.



April 4. 1866. Received of J. R. Carothers, the sum of One Thousand dollars, upon
the purchase money of the premises herein conveyed; which payment is to be
distributed by me, pro rata, among the persons and on the claims against
E. L. Moore, which are secured by a Judgment bond given to S. J. Patterson
Et Al. bearing date Oct. 3rd 1857. Credit of said payment also entered upon
\$1000. = said bond.

Jas. A. Patterson