

W. P. Merrill & Co  
vs  
Henry W. Bond

State of New York  
County of Santa Rosa

Know all men by these presents that one  
William P. Merrill and Elizabeth Merrill his  
wife late of the County of Madison and State of New York  
for and in consideration of one dollar to us in hand paid by  
Henry W. Bond of said State and County the receipt whereof is  
hereby acknowledged and confessed have given granted conveyed  
and sold and by these presents do give grant convey and sell unto  
the said Henry W. Bond his heirs & assigns the following real  
estate lying & being situate in the State of New York County of Santa  
Rosa and within the Corporate Limits of the Town of Berlin and  
known and described on the plan of said Town as Lots No. (1, 2, 3, & 4)  
one two, three & four being the Lots on which is situated the  
residence lately occupied by us in the Town of Berlin. It here  
and to hold unto the said Henry W. Bond his heirs and  
assigns in fee simple firm. The foregoing instrument is evidenced  
as a mortgage to secure the payment of a certain sum of money  
to wit one thousand (\$1000<sup>00</sup>) dollars loaned to the said William P.  
Merrill and Elizabeth Merrill by the said Henry W. Bond such  
sum to be repaid to the said Henry W. Bond with interest thereon  
at the rate of 2% per annum from the date hereunto paid and due  
April the 29<sup>th</sup> 1885. Now the conditions of the above mortgage are  
that if the said William P. Merrill and Elizabeth Merrill shall pay  
said sum of money with said interest thereon when due then  
this instrument to be null and void else to remain in full force  
and virtue. It is further understood and agreed that the said  
William P. & Elizabeth Merrill are to have the said property insured  
in an amount not less than (\$1500<sup>00</sup>) fifteen hundred dollars for a  
period covering the duration of the mortgage and in case the said  
Wm P. & Elizabeth Merrill should fail to have the same insured  
as above then the said Bond is primed and obligated to have  
the same insured in said amount of (\$1500<sup>00</sup>) all Costs of said insurance  
incurred by the said Bond to be paid by the said Merrill & to be  
also secured by this mortgage. And in case of the destruction or accident  
to said property covered by said insurance the benefits of said insurance  
over and above such amount as may be found due to the said  
Bond by reason of this mortgage agreed to accrue to the  
said William P. & Elizabeth Merrill.

It is further understood and agreed that the said Wm P. Merrill  
is to retain and have the charge & control of said premises of  
and shall have the right to collect the rents due in the case  
during the existence of this mortgage. It is also understood that in  
the event of default made in the payment of the debt secured  
hereby and in case the said Bond shall foreclose this mortgage  
the said Wm P. & Elizabeth Merrill agree to pay all Costs and  
his reasonable attorney fees therefor and the said Elizabeth  
Merrill hereby consents to the alienation and mortgaging  
of said Property.

In Witness whereof we hereunto  
set our hand and seal the 27<sup>th</sup> Day

I acknowledge & certify in full  
and truly certify this 27<sup>th</sup> day  
of July 1885  
J. P. Bond  
Notary Public