

Whereas the General Court of the Commonwealth of Massachusetts

hath appointed and authorised us the Undersigned a Committee to sell and dispose of the unappropriated Lands in the Counties of York Cumberland Lincoln Hancock and Washington being the Estate of the said Commonwealth and within the same And WHEREAS the said Commonwealth by us Samuel Phillips, Leonard Jarvis, and John Read, on the *Twenty* day of *March* in the Year of our Lord one thousand seven hundred and *ninety* by certain covenants then by us made on the part of the said Commonwealth did agree to sell and convey certain of said Lands to Henry Jackson and Royal Flint or their legal Representatives upon and for the performance of certain conditions by them on their part stipulated to be performed and the said Jackson and Flint having by their Contracts agreed that William Duer and Henry Knor and their Assigns should become the Representatives of the said Jackson and Flint in the same contracts and agreement And the said Duer and Knor having by their contracts agreed that William Bingham of the city of Philadelphia and State of Pennsylvania should become their Representative in the same purchase And the Covenants made by the said Committee on the part of the said Commonwealth and by the said Jackson and Flint on their own part being given up and cancelled And the said Bingham appearing to purchase the same land

Now know all Men by these Presents

That the said Commonwealth by Us the said SAMUEL PHILLIPS, LEONARD JARVIS and JOHN READ, the Committee of the same as aforesaid appointed and authorised thereunto as aforesaid for and in consideration of a large and valuable sum of money paid into the Treasury of the said Commonwealth by the said WILLIAM BINGHAM the receipt whereof is hereby acknowledged hath granted bargained and sold released and confirmed to the said WILLIAM BINGHAM his Heirs and Assigns forever AND BY THESE PRESENTS doth give grant bargain and sell release and confirm unto the said WILLIAM BINGHAM his Heirs and Assigns forever

one certain tract or parcel of land in the Commonwealth of Massachusetts containing Fifty nine thousand, two hundred & four acres, & consists of part of township number seven lying in the County of Hancock, & bounding Southerly on Goldsboro', Westerly on Sullivan, Northerly on part of township number nine & part of township number ten, Easterly on township number four, namely Twelve thousand, one hundred & forty two acres of said township being common & undivided, Eight thousand three hundred & thirty three acres being the other part of said township, having been previously conveyed to certain proprietors of the Beverly Cotton Manufactory — Also of township number eleven in the County of Washington, bounding Southerly on part of Township number five, & part of township number four, Westerly on township number ten Northerly on part of Lottery township number seven — & part of Lottery township number eighteen, & Easterly on township number twelve, & contains Twenty three thousand one hundred & seventy four acres And of township number twelve in the County of Washington, bounding Southerly on part of township number six, & part of township number five Westerly on Township number eleven Northerly on part of Lottery township number eighteen, & part of Lottery township number nineteen And Easterly on township number thirteen, & contains Twenty three thousand Eight hundred & eighty eight acres, so as to comprehend within the said boundaries the quantity of Fifty nine thousand two hundred & four acres

reserving four Lots of three hundred and twenty acres each in every Township or Tract of six miles square for the following purposes to wit One for the first settled Minister one for the use of the Ministry one for the use of Schools and one for the future appropriation of the General Court Said lots to average in goodness and situation with the other lots of the respective Townships And also reserving to each of the settlers who settled on the premises before the first day of July one thousand seven hundred and ninety one his Heirs and Assigns forever one hundred acres of Land to be laid out in one lot so as to include such improvements of the said settlers as were made previous to the said first day of July one thousand seven hundred and ninety one and be least injurious to the adjoining Lands And each of the said settlers who settled before the first day of January one thousand seven hundred and eighty four upon paying to the said WILLIAM BINGHAM his Heirs or Assigns five Spanish milled Dollars And every other of said settlers upon paying to the said WILLIAM BINGHAM his Heirs or Assigns twenty Spanish milled Dollars shall receive from him the said WILLIAM BINGHAM his Heirs or Assigns a Deed of one hundred acres of the said Land laid out as aforesaid to hold the same in fee The said Deeds to be given in two years from the date hereof provided the settlers shall make payment as aforesaid within that period

TO HAVE AND TO HOLD the same with all and singular the privileges appurtenances and immunities thereof to him the said WILLIAM BINGHAM his Heirs and Assigns forever to his and their only use and benefit And the said Commonwealth doth hereby grant and agree to and with the said WILLIAM BINGHAM his Heirs and Assigns that the foregoing Premises are free of every Incumbrance saving always the reservations herein before expressed and that the same shall be warranted and defended by the said Commonwealth to him the said WILLIAM BINGHAM his Heirs and Assigns forever saving always the reservations aforesaid with the immunity of being free from State Taxes until the first day of July in the year of our Lord one thousand eight hundred and one conformably to a Resolution of the General Court of the said Commonwealth of the twenty-sixth day of March one thousand seven hundred and eighty-eight for that purpose made and provided

In Testimony

of all which We the said SAMUEL PHILLIPS, LEONARD JARVIS and JOHN READ the Committee aforesaid have hereunto set our Hands and Seals the *Twenty eighth* Day of *January* in the Year of our Lord one thousand seven hundred and ninety three

Signed Sealed and Delivered }
in the Presence of

James Sullivan

David Cobb

Signed Sam^l Phillips

Le^y Jarvis

John Read

Boston January 28th 1793

The within Deed is delivered into the hands of Oliver Wendell Nathaniel Appleton & John Coffin Jones as an Escrow to be delivered by them, or any two of them, or the survivor of any two of them to William Bingham his heirs or certain Attorney upon his or their producing a certificate from the Treasurer of the Commonwealth, that one hundred settlers were placed on the six townships Number Eight, Nine, Ten, Eleven & Twelve on the South side of the Lottery townships & thereto adjoining & Township Number Seven lying between Townships Number two & Number four & North of Goldsborough sold by the Commonwealth to the said William Bingham on or before the twenty third day of March One thousand Seven hundred & Ninety five, & one hundred & twenty settlers on or before the twenty third day of March One thousand Seven hundred & Ninety eight conformably to certain articles of agreement made the twenty third day of March One thousand Seven hundred & Ninety two betwixt Samuel Phillips Nathaniel Wells Leonard Jarvis John Read & Daniel Cony, a Committee for the sale of Eastern lands of the one part & Henry Jackson & Royal Flint of the other part — or that a Deposit has been made to secure such Provided the Deed number one, of the second purchase, delivered this day to the said Wendell Appleton & Jones shall have been previously taken up & settlement in conformity to the said articles — The above is a true copy of the writing on the cover of the Deed whereof the within written is a Copy — which writing expresses the Conditions on which the said Deed is to be delivered —

Nathaniel Appleton

John Coffin Jones

Recorded in Records
of Massachusetts
Vol. 6. Page 69 & 70

We the Subscribers do hereby acknowledge that we have this day received a Deed or Instrument of which the within is a true copy to be by us applied and delivered at the time and for the purposes mentioned and described in the cover that encloses the same Witness our hands at Boston the twenty eighth day of January in the year One thousand Seven hundred and Ninety three — The said Deed being acknowledged before and certified by James Sullivan

Oliver Wendell
Nathaniel Appleton
John Coffin Jones

Deed No 2 - of Townships No 7, 8, 9
10. 11. 12 - to William Bingham
Book 2. Part 28. 1793
Records Vol 2 - Page 184