

Copy of Deed Number Twelve

# Whereas the General Court of the Commonwealth of Massachusetts

hath appointed and authorized 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 first day of July in the Year of our Lord one thousand seven hundred and ninety one 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

JARVIS and JOHN READ, the Committee of the same as aforesaid appointed and authorized 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

*a certain tract or parcel of land containing one hundred & thirty two thousand five hundred & forty one acres lying in the County of Lincoln and Commonwealth of Massachusetts and on both sides of the River Kennebec beginning upon the West line of a million of acres surveyed by Samuel Weston and Samuel Ticeborn in the Year of our Lord one thousand seven hundred & thirty two fifteen miles and twenty four rods North of the South West corner of said tract thence North by the said West line five miles and nine rods thence East thirty one miles and sixty rods to the East line of said tract thence South by said East line five miles and nine rods to the North line of a tract of one hundred & thirty two thousand five hundred & forty one acres being part of the said million this day conveyed to said Bingham thence by said North line to the place of beginning so as to comprehend within the said boundaries the quantity of one hundred & thirty two thousand five hundred and forty one 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 Reserving also to the said Committee the right to appropriate a Tract or Tracts for the use of the Commonwealth in such part or parts as the said Committee shall judge best adapted for furnishing Masts in case such Tract or Tracts shall be found as in the opinion of the Committee shall be suitable for that purpose and not otherwise Provided that not more than five Tracts equal in the whole to one hundred and eighty square miles shall be reserved in the whole quantity including the million of acres lying upon the Kennebec and the Tract lying north of the Lottery Townships east of Penobscot River this day conveyed to the said BINGHAM And provided that such Tract or Tracts shall not be laid out within six miles of any boundary line except the north line Provided also that the said Tract or Tracts shall be located previous to the first day of July one thousand seven hundred and ninety three Provided always that a quantity of Land equal to that which shall be so reserved shall be laid out adjoining to the northern part of the aforesaid Tract the northern line of which shall be parallel to the northern line of the Tract already surveyed and a good Deed of the Land so laid out shall be made to the said WILLIAM BINGHAM his Heirs or Assigns with the same immunities and under the same reservations as are herein expressed 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 Sealed and Delivered }  
in the Presence of  
Sam Phillips  
Leo Jarvis  
John Read



Copy of Deed No 12, to William  
Bingham -

London Jan 28. 1793

Recorded Page 232. Vol 2

Boston January 28<sup>th</sup> 1793

"The within Deed is delivered into the hand of Oliver Wendell Nathaniel Appleton and John Coffin Jones as are below to be delivered by them or any two of them or the Survivor of any two of them to William Bingham his heirs or assigns or attorney upon his or their producing a Certificate from the Treasurer of the Commonwealth that one hundred and twenty settlers were placed on the two million of acres of Land sold by the Commonwealth to the said William Bingham on or before the first day of July one thousand eight hundred and one, and that one hundred and twenty two settlers were placed on said Land before the first day of July one thousand eight hundred and two, conformably to certain Articles of Agreement made the first day of July one thousand seven hundred and twenty one between Samuel Phillips Leonard Jarvis and John Read, a Committee for the Sale of Eastern Land of the one part, and Henry Jackson and Royal Flint, of the other part, or that a Deed has been made to secure said settlers, in conformity to said Articles 4. 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 - *previously taken up*

~~Oliver Wendell~~  
Nath Appleton

~~John Coffin Jones~~

Recorded in Records of  
Massachusetts Deeds.

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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 which encloses the same.

Witness our hands at Boston the twenty eighth day of January in the year one thousand seven hundred and twenty three - The said Deed acknowledged before and attested by James Sullivan

~~Oliver Wendell~~  
Nath Appleton  
~~John Coffin Jones~~