

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 Twenty-third day of March in the Year of our Lord one thousand seven hundred and ninety-two 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

One certain Tract or Parcel of land lying in the County of Hancock and Commonwealth of Massachusetts containing sixty One Thousand eight hundred and Seventy two acres and consists of Township number eight containing Twenty three Thousand nine hundred and fifty two acres bounding southerly on part of the Township of Sullivan and part of the Township of Trenton westerly on Part of Township number seven northerly on Lottery Township number Fourteen and Part of Township number Fifteen excepting and withholding from the whole number of acres contained in said Township number eight nine Thousand nine hundred and Fifty two acres in the south westerly part of said Township also of Township number nine bounding southerly on Part of Township number seven first above named and on Part of Sullivan westerly on Township number eight northerly on Part of Lottery Township number Fifteen and Part of Lottery Township number sixteen and easterly on Township number Ten and contains Twenty Three Thousand nine hundred and Thirty six acres also of Township number Ten bounding southerly on part of Township number Four and Part of Township number seven westerly on Township number nine northerly on Part of Lottery Township number sixteen and Part of Lottery Township number seventeen easterly on Township number eleven being the boundary line between the Counties of Hancock and Washington and contains Twenty three thousand nine hundred and Thirty six acres So as to comprehend within the said boundaries the quantity of sixty One Thousand eight hundred and Seventy Two 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 C. C.

Signed Samuel Phillips
Leo Jarvis
John Read

Boston January 1793

On this 28th day of January 1793 the Bonds 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 to them or any two of them or the survivor of any two of them a receipt from the Treasurer of the Commonwealth for the payment of five thousand Dollars as well as paid and cancelled three Bonds given by the said William Bingham to the said Treasurer of the Commonwealth viz. one bond conditioned for the payment of six thousand Dollars on or before the first day of February one thousand seven hundred & ninety four, one bond for six thousand five hundred Dollars on or before the first day of February one thousand seven hundred & ninety five & the remaining bond for six thousand two hundred & ninety five Dollars on or before the first day of February one thousand seven hundred and ninety six all the said bonds given with the enclosed Deed & on the anticipation of the payment of either or all of the said Bonds such a Discount shall be made therefrom as shall leave a sum to be received by the Treasurer of the said Commonwealth with the enclosed Deed & on the anticipation of the payment of the said Bonds, such a Discount shall be made therefrom as shall leave a sum to be received by the Treasurer of the said Commonwealth which with an interest of six per centum paid annually would have completed the payment is anticipated at the period it would have become due.

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 to them or any two of them or the survivor of any two of them a receipt from the Treasurer of the Commonwealth for the payment of five thousand Dollars as well as paid and cancelled three Bonds given by the said William Bingham to the said Treasurer of the Commonwealth viz. one bond conditioned for the payment of six thousand Dollars on or before the first day of February one thousand seven hundred & ninety four, one bond for six thousand five hundred Dollars on or before the first day of February one thousand seven hundred & ninety five & the remaining bond for six thousand two hundred & ninety five Dollars on or before the first day of February one thousand seven hundred and ninety six all the said bonds given with the enclosed Deed & on the anticipation of the payment of either or all of the said Bonds such a Discount shall be made therefrom as shall leave a sum to be received by the Treasurer of the said Commonwealth with the enclosed Deed & on the anticipation of the payment of the said Bonds, such a Discount shall be made therefrom as shall leave a sum to be received by the Treasurer of the said Commonwealth which with an interest of six per centum paid annually would have completed the payment is anticipated at the period it would have become due.

Commonwealth which with an interest of six per centum paid annually would have completed the payment is anticipated at the period it would have become due.

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 in

Dec. 6. 1793
Witnessed in presence of
Nathaniel Appleton
John Coffin Jones

~~Nathaniel Appleton~~
~~John Coffin Jones~~

We the Subscribers do hereby acknowledge to have received this day a Deed or Instrument of which the within is a true copy to be by us applied & delivered at the time & for the purposes mentioned & described in the Cover that enclosed the same

Witness our hand at Boston the twenty eighth day of January in the Year One thousand seven hundred & ninety three - The said Deed being acknowledged before & certified by James Sullivan

~~James Sullivan~~
~~Nathaniel Appleton~~
~~John Coffin Jones~~

Cancelled by our receipt
for the original of this date -
June 3rd 1807.
John Read
Wm. Smith
ccc

Dec. 10. 1793. of Bingham's May. 8. 9. 10
" 1792 - to Wm. Bingham -
Dec. 10. 1792. Page 180 -