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February 3, 2017

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Quit-Claim Deed

Original Deed

KNOW ALL MEN BY THESE PRESENTS

THAT I, Emerson H. Swift, of Gilroy in the County of Santa Clara and State of California Grantor, in the consideration of no Dollars paid to my full satisfaction by Edward M. Collins, of Granville in the County of Licking and State of Ohio, Grantee, have REMISED, RELEASED, AND FOREVER QUIT-CLAIMED unto the said Grantee, Edward M. Collins, all right and title which I, Emerson H. Swift of my heirs have in, and to a certain piece of land in the Town of Westmore in the County of Orleans and State of Vermont, described as follows, viz:

Being, in effect, all lands in the Town of Westmore and on the west side of Willoughby Lake currently owned by said Grantor, Emerson H. Swift, and now standing in three separate tracts or parcels individually listed and described as follows, viz.:

Tract #1:- Beginning at an iron stake, set in rock ledge at top of falls of Cascade (or "Paige") Brook; thence N 20° E four hundred thirty (430) feet more or less along party-line with Viena farm to an iron stake on said party-line; thence N. by N. one hundred thirty-eight (138) feet to an iron stake at northwest corner of lot deeded to Anne Swift Tanner; thence in a southerly direction one hundred fifty-two (152) feet along east edge of private right-of-way to an iron stake at southwest corner of said lot; thence in a southwesterly direction one hundred fifty-three (153) feet along said right-of-way to an iron stake at southwest corner of lot deeded to Elias S. Barton; thence E by N three hundred thirty-five (335) feet along south line of said lot to an iron stake at its southeast corner on shore of Willoughby Lake; thence south and west two hundred sixty-five (265) feet more or less along lakeshore to an iron stake on south side of mouth of Cascade Brook; thence westerly three hundred fifty (350) feet more or less through land south of Cascade Brook to the point of beginning, this being a party-line with tracts to the south owned by J. C. Middlebrook and Raoul Viena.

Tract #2:- Beginning in northwest boundary line of land belonging to the late Arthur L. Swift at point where brook flowing from Kann property to Willoughby Lake at Crescent Beach intersects it; thence along said line N 29° E two hundred twenty (220) feet to edge of the public right-of-way from main highway to various lakeshore cottage lots; thence southeasterly along said right-of-way four hundred sixty-eight (468) feet more or less to an iron stake at north angle of two lots deeded to Clodius H. Willis; thence south along party-line with said lots fifty-six (56) feet to an iron stake; thence southeasterly along party-line four hundred (400) feet to an iron stake on Crescent Beach; thence southwesterly along beach seventy-five (75) feet to an iron stake; thence N 33 degrees W along party line with lot deeded to Sherrill Kent four hundred (400) feet to an iron stake; thence S 53 degrees W along party-line with Kent lot one hundred ninety (190) feet more or less to said brook; thence northwesterly along brook three hundred seventy-five (375) feet more or less to point of beginning.

Transcription

Tract #2: - Beginning in the northwest boundary line of land belonging to the late Arthur L. Swift at the point where brook flowing from Kann property to Willoughby Lake at Crescent Beach intersects it; thence along said line N 29 degrees E two hundred twenty (220) feet to edge of the public right-of-way from main highway to various lakeshore cottage lots; thence southeasterly along said right-of-way four hundred sixty-eight (468) feet more or less to an iron stake at north angle of two lots deeded to Clodius H. Willis [Pin S]; thence south along party line with said lots fifty-six (56) feet to an iron stake [Pin R']; thence southeasterly along partyline four hundred (400) feet to an iron stake on Crescent Beach; thence southwesterly along beach seventy-five (75) feet to an iron stake; thence N 33 degrees W along party line with lot deeded to Sherrill Kent four hundred (400) feet to an iron stake; thence S 53 degrees W along party-line with Kent lot one hundred ninety (190) feet more or less to said brook; thence northwesterly along brook three hundred seventy-five (375) feet more or less to point of beginning.

Significant Points:

- The 1963 Swift deed is most significant in establishing Stake S by the side of the road in agreement with the 1967 Swift map.
- This deed is also the first falsified claim in the Land records of the Town of Westmore of a 75' beach frontage for the current Swift Family Trust lot.
- The deed is a hybrid of both the 1967 Swift map [400' between beach and back border] and the 1970 Brown map [where the location of S and R' is correct].
- This hybrid is seemingly used as justification to claim that the Kent beach to back border boundary is about 400 feet, as recorded in the 1947 Kent deed. 388.5' is recorded in the 1971 Swift deed. The actual distances from R to S and C to E on the Swift 1967 map are 438' and 437' [Horizons Eng.].
- The deed repeats the 1947 Kent deed in recording 190 feet along the Kent back border on a bearing of S 53 W, except that the Kent deed says "approximately 190 feet" [which anyway is short of the brook]. The actual distance from E to F is 235' [Horizons Eng.]
- To enter the new land description into the Land Records Emerson Swift quit-claimed 3 tracts of Swift property to one Edward Collins, who on the same day quit claimed the same property back to Emerson Swift.