

5/18/1846

Mortgage D E D

John Levalley  
to  
Darius B. Levalley

Rec<sup>d</sup> for record June 15. 1846. at  
1/4 before 6 o'clock A.M.

Russell Briggs  
W.D.S. Clerk

Recorded 65 1/2 65.9

Received for Record

May 20<sup>th</sup> 1846

at 2 1/2 o'clock P.M.

Wm Harrison Clerk

27 46

Recorded in Warwick Records in the 26<sup>th</sup> Book of  
Land Evidence at Pages 33 and 34 the 21<sup>st</sup> day of

May A.D. 1846

Wm Harrison J. Clerk

Town Clerk's Office

Warwick May 20<sup>th</sup> 1846

This day the within Mortgage deed  
has been discharged on the records in  
this office

Wm Harrison  
Treasurer

Recorded in Coventry Records of Deeds, Book No. 22, page  
232, August 3<sup>rd</sup> A.D. 1846

Russell Briggs  
S. W. D. S. Clerk

5/18/1846

Mortgage DEED

John Levalley

to

Darius B. Levalley

Rec<sup>d</sup> for Record June 15. 1846. at  
11<sup>h</sup> before W. D. Clark S. C. C.

Russell Briggs

S. W. D. S. Clerk

Record 16526

654

Received for Record

May 20<sup>th</sup> 1846

at 2<sup>1</sup>/<sub>2</sub> o'clock P.M.

Wm Harrison J. Clerk

2 A 46

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME,**

I John Levalley of Warwick in the County of Kent and State of Rhode Island &c

**SEND GREETING.**—**KNOW YE,** That I the said John Levalley  
for and in consideration of the sum of Twelve hundred Dollars paid to me  
in hand, before the ensealing hereof, well and truly paid by

Darius B Levalley of Smithfield in the County of Providence and State aforesaid

the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented and paid; and thereof, and of every part and parcel thereof, do exonerate, acquit and discharge him the said Darius B Levalley his Heirs, Executors and Administrators, forever by these Presents; have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed; and by these Presents do freely, fully and absolutely, give, grant, bargain, sell, alien, enfeoff, convey and confirm, unto him the said Darius B. Levalley his Heirs and Assigns forever,

All my right title and Interest in and to certain Real Estate which fell to me in the Division of the Estate of Thomas Levalley deceased being one undivided third part of four lots of Land Situated partly in coventry and partly in said Warwick, one of which is bounded Southerly by lands of George Kenyon Thomas Levalley and Stephen Levalley, Westerly on the Turnpike road, Northerly on land of Mary Levalley, the heirs of Anthony Rice and The Lippitt Manufacturing Company, Easterly on Land of Greene & Pike and the Highway. Another is a woodlot bounded Southerly on land of Mary Levalley, Easterly and Northerly on Land of Stephen Levalley, and Westerly on the Turnpike Road. Another also a woodlot is bounded Northerly on Land of the heirs of William Levalley, Westerly on Land of Jabez Stone Southerly on Land of Darius B. Levalley Easterly on the Turnpike Road. The other on which the House and Barn stands is bounded Easterly on the Turnpike Road Southerly on land of the heirs of William Levalley Jr Westerly on Land of Henry Potter Northerly on Land of Henry Snell, Samuel Sisson and Darius B Levalley or however otherwise said several lots of Land are bounded or reputed to be bounded.

**TO HAVE AND TO HOLD** the said granted and bargained Premises, with all the Appurtenances, Privileges and Commodities to the same belonging, or in any wise appertaining to him the said Darius B Levalley his Heirs and Assigns, forever, to him and their only proper use, benefit and behoof, forever. And I the said John Levalley for myself,

my Heirs, Executors and Administrators, do covenant promise and grant, to and with the said Darius B Levalley his Heirs, and Assigns, that at and before the ensealing hereof I am the true sole and lawful owner of the above bargained premises, and am lawfully seized and possessed of the same, in my own proper right, as a good perfect and absolute estate of inheritance, in fee simple; and have in myself good right, full power and lawful authority, to grant, bargain, sell, convey and confirm, the said bargained Premises, in manner as aforesaid. And that the said Darius B Levalley

his Heirs and Assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these Presents, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said demised and bargained Premises, with the appurtenances free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, executions and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present Deed.

**FURTHERMORE.** I the said John Levalley for myself, my Heirs, Executors and Administrators, do covenant and engage the above demised Premises to him the said Darius B Levalley his Heirs and Assigns, against the lawful claims or demands of any persons whatever, forever to warrant, secure and defend, by these Presents.

And I Lucia Levalley wife of the said John Levalley in consideration of the sum aforesaid paid my said Husband do by these presents yield up and surrender all my right of Dower and Power of thirds in and to the afore described premises to him the said Darius B. Levalley his heirs and assigns forever. Provided however and this Instrument is upon this express condition that whereas the said John Levalley hath this day made and given to the said Darius B. Levalley his certain promissory note for the sum of Twelve hundred Dollars payable to the said Darius B Levalley or his order in one Year from date with interest and bearing same date bearing the rate of 6 per cent per Annum.

... is bounded Southerly on Land of Mary Levalley, Easterly and Northerly on Land of Stephen Levalley, and Westerly on the Turnpike Road. Another also a woodlot is bounded Northerly on Land of the heirs of William Levalley, Westerly on Land of Jabez Stone Southerly on Land of Darius B. Levalley Easterly on the Turnpike Road. The other on which the House and Barn stands is bounded Easterly on the Turnpike Road Southerly on Land of the heirs of William Levalley Jr Westerly on Land of Henry Potter Northerly on Land of Henry Snell, Samuel Sisson and Darius B. Levalley or however otherwise said several lots of Land are bounded or reputed to be bounded.

**TO HAVE AND TO HOLD** the said granted and bargained Premises, with all the Appurtenances, Privileges and Commodities to the same belonging, or in any wise appertaining to <sup>him</sup> the said Darius B. Levalley <sup>his</sup> Heirs and Assigns, forever, to <sup>his</sup> and <sup>their</sup> only proper use, benefit and behoof, forever. And <sup>I</sup> the said John Levalley <sup>for myself,</sup> <sup>my</sup> Heirs, Executors and Administrators, do covenant promise and grant, to and with the said Darius B. Levalley <sup>his</sup> Heirs, and Assigns, that at and before the ensealing hereof <sup>I am</sup> the true sole and lawful owner of the above bargained premises, and <sup>am</sup> lawfully seized and possessed of the same, in <sup>my</sup> own proper right, as a good perfect and absolute estate of inheritance, in fee simple; and have in <sup>myself</sup> good right, full power and lawful authority, to grant, bargain, sell, convey and confirm, the said bargained Premises, in manner as aforesaid. And that the said Darius B. Levalley <sup>his</sup> Heirs and Assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these Presents, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said demised and bargained Premises, with the appurtenances free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, executions and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present Deed.

**FURTHERMORE.** <sup>I</sup> the said John Levalley <sup>for myself,</sup> <sup>my</sup> Heirs, Executors and Administrators, do covenant and engage the above demised Premises to <sup>him</sup> the said Darius B. Levalley <sup>his</sup> Heirs and Assigns, against the lawful claims or demands of any persons whatever, forever to warrant, secure and defend, by these Presents.

And I Lucia Levalley wife of the said John Levalley in Consideration of the Sum aforesaid paid my said Husband do by these presents yield up and Surrender all my right of Dower and Power of thirds in and to the afore described premises to him the said Darius B. Levalley his heirs and assigns forever. Provided however and this Instrument is upon this express Condition that whereas the said John Levalley hath this day made and given to the said Darius B. Levalley his certain promissory Note for the <sup>Sum of</sup> Twelve hundred Dollars payable to the said Darius B. Levalley or his order in one Year from date with Interest and bearing even date herewith: Now if the said John Levalley his heirs Executors or Administrators shall well and truly pay or cause to be paid to the said Darius B. Levalley his Executors Administrators or assigns the Sum aforesaid together with the Interest thereon according to the Tenor of said Note then this Instrument shall be void, otherwise in full force and virtue: Furthermore I the said John Levalley do hereby constitute and appoint the said Darius B. Levalley, his Executors Administrators and assigns my true and lawful Attorney or attorney's irrevocable for me and in my name at any time after said note shall become due and remain unpaid for the space of ten days, to sell said Premises or any part thereof at Public auction first giving twenty days notice of such sale in some newspaper printed in the City of Providence and for me and in my name to execute seal and deliver to any person or persons who may become the purchaser or purchasers thereof, a good and sufficient deed or deeds of the same so as to vest in such purchaser or purchasers a full and absolute, <sup>estate</sup> in fee simple in the premises and on sale of said premises (hereby giving to my said attorney or attorneys full power to adjourn said sale from time to time if deemed expedient) I do authorize my said attorney or attorneys to receive of and from the purchaser or purchasers thereof the amount the same shall be sold for, and upon receipt thereof to apply and appropriate the same to the payment of said note and the Interest due thereon secured by this deed and after deducting the expenses of sale accounting to me for all sums that may remain hereby ratifying and confirming such sale as may be executed by my said Attorney or attorneys for the purposes aforesaid

In Witness Whereof we have hereunto set our hands and Seals this nineteenth day of  
May in the Year of our Lord one Thousand Eight hundred and Forty Six

Signed Sealed and Delivered }  
in presence of

the word "Lum", the Letter B. and  
the word "Estate" interlined before signing

Wm Harrison

Sheldon, Luther

John Sevalley

Lucia Sevalley



State of Rhode Island &c

Kent Co In Warwick this 19<sup>th</sup> day of May AD 1846

Personally came John Sevalley Subscriber to the  
above written Instrument and acknowledged the same  
to be his free and Voluntary act and Deed

Before me Wm Harrison T. Clerk