

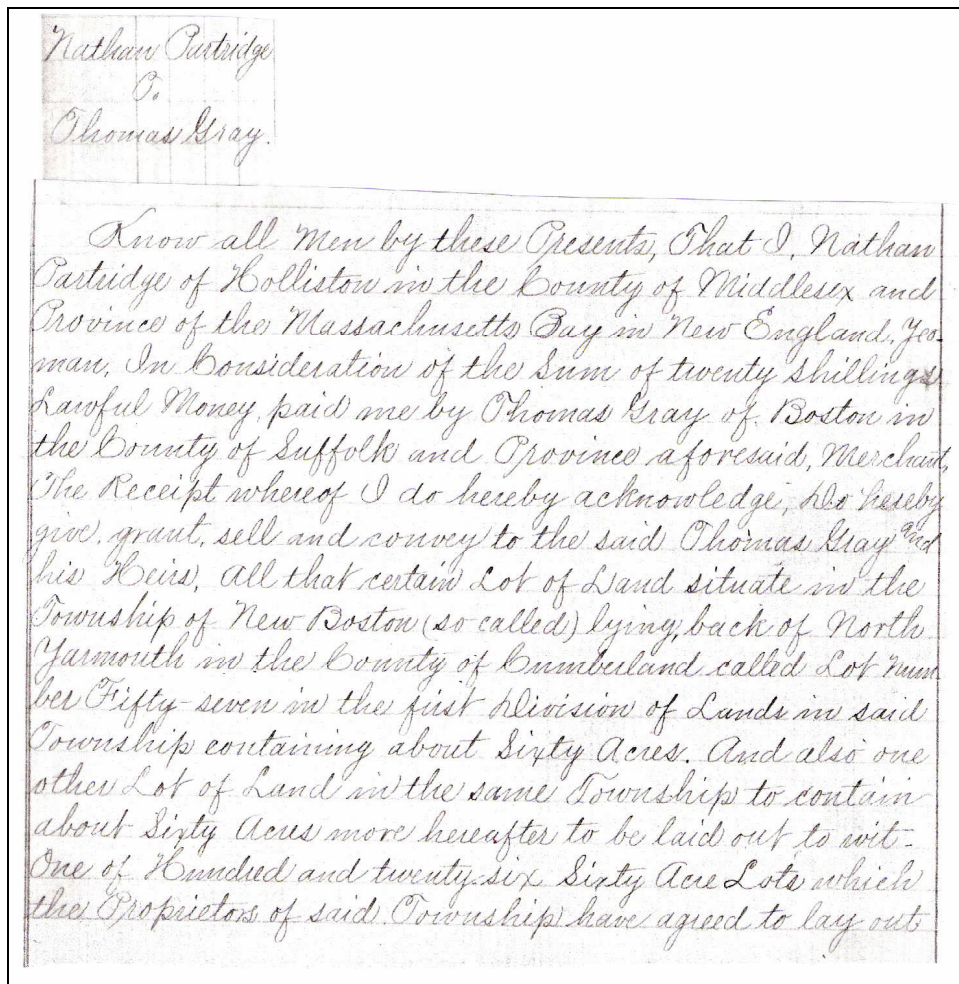
## Cumberland County Maine Indexing Deed Project

### Sample Bond Deed and Transcription by Carol P. McCoy, Ph.D.

#### Nathan Partridge to Thomas Gray (Cumberland Deeds 1:182-184)

Below is a copy of a sample bond from Cumberland County Deeds Volume 1. It relates to the settling of the town of New Boston (later called Gray.) Thomas Gray, a proprietor of New Boston, needed to encourage settlement of the new town in back of North Yarmouth. This bond is one of many written. They all involve stating that the proposed settler gives his bond stating he will settle on the land by a certain date [1764], have cleared 6 acres of land and brought to English grass or filled for ploughing (sic) and mowing, build a good dwelling house, and pay 1/60 part to build a Meeting House and arrange to settle a minister in the town.

The scans below show the deed as it appears in the original large Deed Book Vol. 1 pages 182-184. These old volumes stored in the attic of the Courthouse, can be retrieved for our indexing project. The transcription shows original spelling and grammar as best as I can read it. There are often no commas between names. Capitalization seems random. Words are broken up on two lines with no hyphens.



Know all men by these Presents, that I, Nathan Partridge of Holliston in the County of Middlesex and Province of the Massachusetts Bay in New England, Yeoman, In consideration of the sum of twenty shillings Lawful Money, paid me by Thomas Gray of Boston in the County of Suffolk and Province aforesaid, Merchant, the Receipt whereof I do hereby acknowledge, Do hereby give, grant, sell and convey to the said Thomas Gray and his Heirs, all that certain Lot of Land situate in the Township of New Boston (so called) lying, back of North Yarmouth in the County of Cumberland called Lot number Fifty-seven in the first Division of lands in said Township containing about Sixty Acres. And also one other Lot of land in the same Township to contain about Sixty Acres more hereafter to be laid out to wit—one of Hundred and twenty-six Sixty Acre Lots which the Proprietors of said Township have agreed to lay out

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next the selling Lots to extend to New Gloucester Line and which is to be drawn for by me with the said Proprietors. To Have and To Hold the same to the said Thomas Gray and his Heirs, to his and their Use by Behoof forever. And I do Covenant with the said Thomas Gray his Heirs and Assigns, That I am lawfully seized in Fee of the Premises. That they are free of all Incumbrances. That I have good Right to sell and convey the same to the said Thomas Gray to hold as aforesaid. And that I will warrant and defend the same to the said Thomas Gray, his Heirs and Assigns forever, against the lawfull Claims and Demands of all persons. Provided always and these presents are upon this Condition, any thing aforesaid notwithstanding, That whereas I by a certain Bond or Obligation bearing even Date with these Presents bound myself to the said Thomas Gray in the Sum of Thirty Pounds Lawfull Money Conditioned That I on or before the fifteenth day of May next go down to the Township aforesaid and settle on Lands conveyed me by Deed from the said Gray. Also That I, my Heirs Executors or Administrators on or before the first day of January One Thousand Seven Hundred and Sixty four have a good Dwelling House built on any settling Lot in the same Township, of Eighteen feet square and seven feet stud, at the least have Six Acres of the same Lot cleared and brought to English Grass or fitted for Ploughing or Mowing and have a Protestant Minister settled there and continue upon the same



next the settling Lots to extend to New Gloucester Line and which is to be drawn for by me with the said Proprietors. To Have and to Hold the same to the said Thomas Gray and his Heirs, to his and their use and behoof forever. And I do covenant with the said Thomas Gray his Heirs and Assigns, that I am lawfully seized in Fee of the Premises. That they are free of all incumbrances. That I have good right to sell and convey the same to the said Thomas Gray to hold as aforesaid. And that I will warrant and defend the same to the said Thomas Gray, his Heirs and Assigns forever, against the lawfull claims and demands of all persons. Provided always and these presents are upon this condition, any thing forewritten notwithstanding, that whereas I by a certain Bond or Obligation bearing even date with these Presents bound myself to the said Thomas Gray in the sum of Thirty Pounds lawfull money conditioned that I on or before the fifteenth day of May next go down to the Township aforesaid and settle on Lands conveyed me by Deed from the said Gray. Also that I, my Heirs Executors or Administrators on or before the first day of January One Thousand Seven Hundred and Sixty Four [1764] have a good Dwelling House built on my settling Lot in the same Township, of Eighteen feet square and seven feet stud, at the least have six Acres of the same Lot cleared and brought to English Grass or fitted for Ploughing or Mowing and have a Protestant Minister settled there and continue upon the same..."

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Lands till these Conditions are performed. Also pay one sixtieth part of the Charge of building a Meeting House and settling a Minister there. And free the said Thomas Gray his Heirs and Assigns from paying any part of the Charge of building a Meeting House and settling a Minister and of clearing and repairing any Roads in said Township as by the same Bond reference thereunto had, will more fully appear. If Therefore I, my Heirs Executors or Administrators shall well and truly perform the Conditions of said Obligation, then this Deed (as well as the said Bond) shall be void. But in default thereof shall remain in full Force. In Witness whereof I the said Nathan Partridge hereunto set my hand and seal the twenty-

Lands till these conditions are performed. Also pay one sixtieth [1/60] part of the charge of building a meeting House and settling a minister there. And free the said Thomas Gray his Heirs and Assigns from paying any part of the Charge of building a Meeting House and settling a minister and of clearing and repairing any Roads in the said Township as by the same Bond reference thereunto had, will more fully appear. If therefore I, my Deed (as well as the said Bond) shall be void. But in default thereof shall remain in full Force. In witness whereof I the said Nathan Partridge hereunto set my hand and seal the twenty-second day of January Anno Domini 1761 [22 Jan 1761]

Signed Seal'd & deliver'd in the Presence of

John Hill

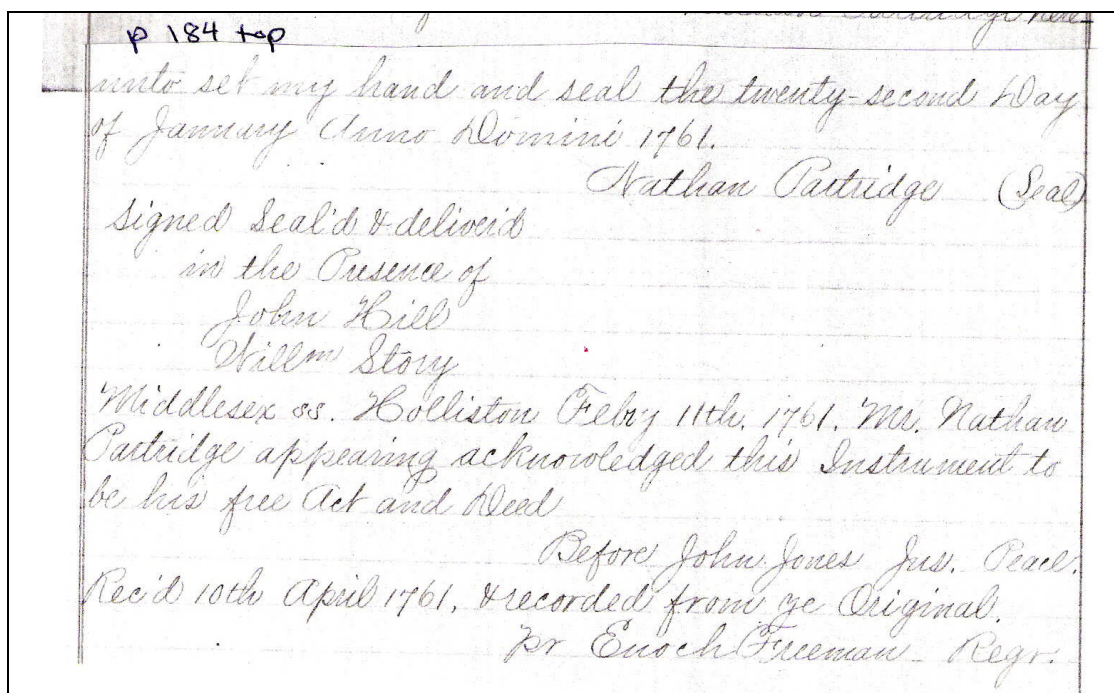
William Story

Middlesex ss. Holliston Feby 11th, 1761. Mr. Nathan Partridge appearing acknowledge this Instrument to be his free Act and Deed.

Before John Jones Jus. Peace

Re'd 10th April 1761, & recorded from ye Original

pr Enoch Freeman Regr.



The original index involving this deed only lists the names of Nathan Partridge and Thomas Gray as well as the volume and page. For purposes of our deed indexing project, we indicate the name of the location as it is stated in the deed. Thus the location is called "New Boston" instead of "Gray". The date of execution is when the deed was originally signed, and the deed of record is when the registrar has recorded the deed in the deed books.

Here is how this deed would be recorded for our project.

Grantor	Grantee	Location/Other	Date Executed	Date Recorded	Vol.	Page
Partridge, Nathan	Gray, Thomas	New Boston	1761	1761	1	182