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First Deed of Trust made the 15<sup>th</sup> day of June 1874 Between Robert J. Tofel of the  
city of New York & Daniel Searles of the second part and said Estate of the third part,  
all of the County of Southampton and State of New York, Plaintiff, Plaintiff, Plaintiff in Consideration of the  
sum of five Dollars, the sum party of the first part, do grant and convey unto Plaintiff a  
lot to the said Daniel Searles as aforesaid, the following Real Estate for which  
the tract of Land on which the said Robert J. Tofel now lies subject to certain fees levied  
against him by the County of Southampton and the State of New York, and  
agrees to be the equal master or less, with all the buildings and improvements thereon, with certain  
debt due and payable also the tract of Land which the said Robert J. Tofel, formerly known  
of the said Bowditch and for which he has a Deed of Enquiry and sale, containing by  
deed of record and rightly said over to the said Plaintiff or less, with all its improvements  
and the two tracts of Land together being the same the said Bowditch purchased  
from H. & Taughent die<sup>d</sup> lying in the County of Southampton a sufficient to contain about  
one and one half acres and bounded, otherwise, by the Sands of Shinnecock, Taughent River  
Bally, Sally Virginia, Joseph Crocket the heirs of Edwin Farmer the deceased  
and to Plaintiff to secure the payment of the following bonds and interest due the said Bow-  
ditch say five bonds for the sum of one thousand dollars each all with interest and  
the 15<sup>th</sup> day of August 1873 the first bond being due January the 1st 1874,  
the second bond due January 1<sup>st</sup> 1875 the third bond due January 1<sup>st</sup> 1876 the fourth bond to  
January 1<sup>st</sup> 1877 and the fifth bond due January 1<sup>st</sup> 1878 and if it is expressly agreed upon by  
the parties to the Deed, that no sale shall take place by virtue hereof until default  
has been made in either of said bonds by said Robert J. Tofel or his representatives, at  
which event the said Bowditch or his Representatives can and may at their pleasure order  
Plaintiff to sell for Cash or on credit after giving at least twenty days notice of so to do  
place of sale, sell for Cash or on such term as the said Bowditch may direct all of  
said Real estate and out of the proceeds pay the necessary expenses of the sale, unless  
settled Compromised or for her and not the Goods sold and pay the said Bowditch  
the amount due him with interest and the balance if any pay over to the said Robert  
J. Tofel or his legal representatives. Witness the following signatures and seal

Pott. of. Pott  
Pott Edges

John C. Caskey at his Clerical Office Dead 13<sup>th</sup> of Oct 1874.  
This Deed signed and sealed I, John C. Caskey to James D. Gardner (Trustee) for the  
benefit of Paul E. Edge, was this day executed and acknowledged by the said P. E.  
Edge to be their act and deed and admitted to record. J. C. Caskey

Exhibit 5

### Exercises

### Research of Sat.

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John Edwards (62)

That Deed made this the 27<sup>th</sup> day of April 1874 between the above named  
Sarah his wife of the one part and Le La Vaughan, Son-in-Law of the other part, witness  
that she and her husband and wife do grant unto the said Le La Vaughan, Spouse  
the following property to wit, One Lot at Somerville on which he now resides for and  
Said property by adjoining the Lands of Peter Scott and others lying near Somerville  
Household and Kitchen furniture consisting of bedsteads, table, bedding, utensils &c  
House (three in number) one Daggett Garage and all farming implements such as  
hew da. I have known all goods and merchandise in this consisting of furniture, tools,  
aprons, sheep, cattle, all goods in said house house at least to seven years old  
a lot land for Mrs Peterson's improvement of General and Crops, Land for a garden and Crops  
a charge of plowing against land and in case Mr Peterson fails to cultivate said Crops  
first day of next term in Dues the said property or unpaid charge shall be in