

Memorandum of Agreement made this eighteenth day of November, Anno Domini, one thousand eight hundred and seventy one, between Andrew J. M. Blincoe Trustee &c. (by and with the written consent of S. Leonard Throlow and Lydia M. his Wife,) of the first part, and Jasper B. Stark, of the second part,

Witnesseth, That the said party of the first part for the consideration hereinafter named, doth hereby covenant and agree, to grant, sell and convey unto the party of the second part his heirs and assigns all that certain messuage, tenement and lot of land situate on the North West side of Franklin Street in the City of Wilkes Barre, Luzerne County, Pennsylvania, and described as follows, to wit, Beginning at a corner on said Street fifty feet distant from the line between lots number Two and Three in the Town plot of the Borough of Wilkes Barre, thence along said Street, N. $55^{\circ} 20'$ E. one hundred feet to a corner, thence N. $34^{\circ} 40'$ W. two hundred twenty four and one half feet to a corner, thence S. $55^{\circ} 20'$ W. one hundred feet to a corner, thence S. $34^{\circ} 40'$ E. two hundred and twenty four and one half feet to the place of beginning. Containing one half acre and two and three quarters square rods of land, and being the same premises conveyed said party of the first part, in trust, by said S. Leonard Throlow and Lydia M. Throlow his Wife by deed dated Aug. 20th 1864, and recorded in the office for recording deeds &c. in and for the

County of Luzerne in Deed Book N. 98 page 322, re.

And it is further agreed that possession of said premises shall be delivered to said party of the second part his heirs or assign or or before the first day of June, A. D. Eighteen hundred and seventy two until which time they are to remain in the occupancy and under the control of said S. Leonard Thurlow and Lydia M. his Wife.

And the said party of the second part for himself, his heirs, executors and administrators doth covenant and agree to pay to said party of the first part his executor or administrator for the use of said Lydia M. Thurlow, the sum of Thirty six thousand dollars in manner following to wit, Sixteen thousand dollars on the first day of June A. D. Eighteen hundred and seventy two, Ten thousand dollars on the first day of June A. D. Eighteen hundred and seventy three, and the balance being Ten thousand dollars on the first day of June A. D. Eighteen hundred and seventy four, together with interest on the whole sum unpaid from the first day of June A. D. Eighteen hundred and seventy two, payable with each instalment;

Deed to be executed and delivered for said premises upon the payt. of said sum of Sixteen thousand dollars, the balance of purchase money then remaining unpaid to be secured by Bond and Mortgage. It is further agreed that said party of the second part may make

payt. of any instalment ^{or any part thereof} earlier than the date named for the payt. thereof if he shall so desire. -

part of any instalment, ^{or any part thereof} earlier than the date
named for the part thereof if he shall so
desire. -

And it is further agreed that the party of the
second part his heirs and assigns shall maintain
and keep an insurance upon said premises
of not less than eight thousand dollars, and
assign the policies therefor to said party of the
first part as collateral security for the bal-
ance of purchase money remaining unpaid.

In Witness whereof the said parties have here-
unto set their hands and seals this eighteenth
day of November A.D. Eighteen hundred and
seventy one.

In presence of

The words "or any part
thereof" interlined before
signing.

Chas. A. Ziegler
G. R. Bedford.

Andrew J. McClinton (Seal)
Trustee

J. B. Stark (Seal)

Luzerne County ss.

On the 20th day of November A.D.
1871. Before me the subscriber a Justice of the Peace
in and for said County, personally appeared the
above named Andrew J. McClinton and Joseph B.
Stark and in due form of law acknowledged the
 foregoing Article of Agreement to be their act and
 deed for the uses and purposes therein mentioned.

Witness my hand and seal the day and year last
aforesaid.

Chas. A. Ziegler (Seal)
Justice of the Peace

We the undersigned, J. Leonard Threlaw and Lydia M. Threlaw do hereby agree and in writing consent that Andrew J. M. Clintoek the Trustee named in Deed dated Aug. 20th 1864 and recorded in Deed Book N. 98 page 322 &c. may make sale of the premises in said deed mentioned and described, unto Jasper B. Stark his heirs and assigns at and for the price of Thirty six thousand dollars to be paid as follows, to wit, Sixteen thousand dollars on or before the first day of June A. D. 1872 Ten thousand dollars on ^{or before} the first day of June A. D. 1873 and the balance on ^{or before} the first day of June A. D. 1874; the Trustee to deliver a deed for said premises to the purchaser upon the payt. of said sum of Sixteen thousand dollars, securing the balance of unpaid purchase money by Bond and Mortgage.

And we further agree to deliver possession of said premises to the purchaser on the first day of June A. D. 1872, together with the possession and property of all gas fixtures in the house, the oil cloth upon the hall, and the parlor, dining room and sitting room carpet.

The purchaser to have the option to take the four parlor mirrors at the price paid for the same in Philadelphia, if taken and paid for when the possession of the premises is surrendered, in which case nothing is to be paid by the purchaser for the gas fixtures

and J. L. P. 121

oil cloth and carpets aforesaid, otherwise he is
to pay for the latter the sum of one hundred
and fifty dollars.

In Witness whereof we have hereunto set ~~our~~
hands and seals the ^{18th} day of November A. D. 1871
Eighteen hundred and seventy one.

In presence of

S. L. Thurlow (seal)

The words "or before" inter-
lined in two places before
signing.

L. M. Thurlow (seal)

Chas. A. Ziegler
L. R. Bedford.

Luzerne County ss.

On the 20th day of Nov. A. D. 1871
before me the subscriber a Justice of the Peace in
and for said County, personally appeared S. L. Thurlow
and Lydia M. his Wife, and in due form
of law did acknowledge the foregoing agreement
and written consent to be their act and deed
for the use and purposes therein mentioned,
And the said Lydia M. Thurlow being of full
age and by me examined separate and apart
from her said husband, the contents of the
same together with the contents of the Agree-
ment between A. J. McClinton and J. B.
Stark for the sale of certain premises sit-
uate on Franklin St. Wilkes Barre, having
been by me first made known unto her.
did declare and say that she did voluntarily
and of her free will and accord give her writ-
ten consent to the aforesaid contract of sale

and did sign, seal and deliver such written consent without any coercion of her husband.

Witness my hand and seal, the day & year last
afore said. Chas. N. Ziegler (seal)
Justice of the Peace

Recd 20 Nov. 1871 of J. B. Stark note of M. Lyda
dated 17 Oct 71 for \$6300 - pay 6 months after date
and note of G. M. Harding dated 11 Oct 1871 at
6 months for \$3500 - Both to J. B. Stark & endorsed
to my order as Trustee of Mrs. Thurlow, to be paid on
above Contract at maturity.

Andw. L. Clutcock
Trustee of Mrs. Lydia M. Thurlow

Andw. L. Clutcock
Trustee
J. B. Stark

Agreement Nov. 18-1871

To sell House & Lot on So.
Franklin St. for \$36,000.00