

PERMANENT FILE OF COBBLESTONE STRUCTURES

1. Exact location and type of building: ☒ Home ☐ Blacksmith Shop  
☐ School ☐ Barn  
☐ Church ☐ Store  
☐ Carriage Shop ☐ Smoke House

2. Present owner and mailing address: Mrs. Charles Klick, (Nellie)  
30 Lyons Road,  
Rush, N.Y.

3. Present occupant and mailing address: Same.

4. Present condition -- check appropriate form:

- ☐ A. Restored to original condition  
☒ B. In good repair though slightly modified  
☐ C. Greatly changed or modified  
☐ D. Needs minor repairs  
☐ E. Neglected but salvable with major repairs  
☐ F. Ruin  
☐ G. Other (specify)

5. History

- A. Date constructed Approximately 1821 - about the time the Canfield  
B. Cost house at Mendon Ponds. Story is that the same mas on  
C. Name of mason worked on both alternately.  
D. Original owner  
E. Did original owner leave an account book? No  
F. Any historic event connected with building?

G. List of subsequent owners and dates:

See accompanying record.

H. Any verification of above information? (written proof if possible)

deed and search - copy enclosed.

6. Photograph (please include negative)

Negative

7. Signature and address of recorders:

Mrs. Klick is a granddaughter  
of Joseph Ward.

Mrs. Nellie Ward Klick,  
30 Lyons Road.



Taken from Record Search of Rose Farm (Klick) Sept. 17th, 1859.  
30 Lyons Road, Rush, N.Y.

Jonathan Amory and Wife	8	
William Sullivan and wife	8	Deed dated 15th April 1828
John L. Sullivan	8	
George Sullivan and wife	8	Recorded 24th Jan. 1829 in
Richard Sullivan	8	Liber 14 of deeds, p.244 - Convey the
To	8	south west part or division of lot No.11,
Nathan Rose	8	township 11. Seventh range. Phelps and
	8	Gorham purchase in the Town of Rush. Con-
	8	taining 100 acres of land excepting and r
	8	reserving 18 acres and 65 rods from the
	8	east end of said 100 acres conveyed to
	8	R, Harris in 1827.
	8	
Nathan Rose	8	Deed dated 20th May 1843
To	8	Recorded 24th May 1843 in liber 59 of
Nathan C. Rose	8	deeds, page 492.
Ezra Rose	8	
Nathan C. Rose and wife	8	Deed dated 1st April 1851
Ezra Rose and wife &	8	Recorded 17th Feb. 1853 in
Hannah Rose	8	liber 108 of deeds page 49.
To	8	
Richard Lewis	8	
	8	
Richard Lewis	8	Deed dated 16th Feb. 1853
To	8	Recorded 17th Feb. 1853 in
Benjamin Davis	8	liber 108 of deeds page 50.
	8	
Benjamin Davis and wife	8	Deed dated 5th Feb. 1858.
To	8	Recorded 11 Feb. 1858 in liber
Warren Foote	8	141 of deeds page 457,
	8	

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On the 27th day of November 1863 Joseph Ward purchased the above farm from Warren Foote. On March 9th, 1866, payment having been made as per agreement, a deed was given. The farm has remained in the Ward family ever since, a granddaughter, Mrs. Nellie Ward Klick, is the present owner.



An agreement made this 27th day of November 1863 between Warren Foote of the Town of Rush, County of Monroe and State of New York of the first part and Joseph Ward of the Town of Henrietta, County and State aforesaid.

The Party of the first part for and in consideration of the covenants and agreements hereinafter mentioned agrees to sell and convey his farm situate in the Town of Rush aforesaid containing one hundred sixty-six acres one hundred and eleven rods known as the Rose farm and bounded on the south and west by the center of the highway, on the east by lands of Thomas Lyon, Isaac Simonson and Isaac O. Smith, on the north by ~~Karryx~~ Barney Fagan's and Joseph Pearson land and to give possession of the same (here there seems to be some confusion in text-B.H.) .. which the Party of the second Part covenants and agrees to pay therefor the sum of Ten thousand dollars in manner following to assume a mortgage given by the part of the first part to Eliza Crippen of the City of Rochester for five Thousand dollars, to pay to the Party of the first part five hundred dollars by the first day of March next and before he has possession of said farm, to pay to said party of the first part three hundred dollars and interest on the whole sum due him on the first day of March 1865 three hundred dollars and interest on the whole sum one year thereafter, and then to pay to said party of the first part Five hundred dollars and interest on the whole sum on the first day of March in each and every year thereafter until the whole sum of five thousand dollars and interest shall be paid, and when the said party of the second part shall have paid to the party of the first part two thousand five hundred dollars then the party of the first part to give him a good and sufficient Deed of the same and to take a Mortgage on said premises together with a bond to be given by the party of the second part as security for payment of the balance of said five thousand dollars. The Party of the Second part to assume and pay the interest on the aforesaid Mortgage of \$5000 from the first day of October last. The party of the first part to pay County tax and School tax on said farm until the first day of March next. The party of the second part to have the buildings on said farm insured and assign the policy to the party of the first part as Collateral Security for the payment of the first \$2500 mentioned in this contract.

The party of the second part to cut no timber on said farm except what may be necessary for wood and repairs of said farm until the first \$2500 is paid and to give to the party of the first part a chattel Mortgage on his personal property for the security of the payment of the said first \$2500. The party of the first part reserves the privilege of cutting 25 cords of down (?) wood if he chooses to do so before he gives possession of said farm.

It is further agreed by and between the said parties that in case the buildings or any part thereof on said farm should be insured and should burn that the money obtained on said policy should be expended in rebuilding said buildings provided the party of the second part has paid all the payments due on said agreement. The party of the first part not to sell the straw now on said farm (word not legible) therefrom. The party of the second part to have all the wheat now sowed on said farm.

The parties hereby further agree that in case either party shall neglect or refuse to comply with the aforesaid agreement he shall pay the other party the sum of five hundred dollars as fixed and liquidated damages.

Given under our hands and seals the day and year first above written.  
In presence of John Galentine Warren Foote  
Joseph Ward.

(receive)

The party of the first part agrees to ~~pay~~ more than the payments mentioned above at any time when said payments are due if the party of the second part chooses to pay more than said payments.

Dated November 27, 1863.

Warren Foote.

Notation by Joseph Ward dated March 9th, 18<sup>66</sup> - Paid thirty dollars to Warren Foote and taken a deed for the farm.

\* probably "to be removed"