

State of New York)
County of New York)

ss:

Be it remembered That on this Third day
of August in the year of our Lord one
thousand nine hundred and nine before me

H. I. Sobol a Foreign Commissioner of Deeds for New Jersey in New York personally appeared
P. Klapper who being by me duly sworn does depose and make a proof to my satisfaction that
she well knows the corporate seal of said Davenport Heights Realty Company the grantor
ed in the foregoing deed; that the seal thereto affixed is the proper corporate seal of said
company that the same was so affixed thereto and the said deed signed and delivered by her
Ratner who was at the date and execution thereof the President of said Company in the pres-
ence of said Deponent as the voluntary act and deed of the said Company and that the said
deponent thereupon signed the same as subscribing witness:

Sworn and subscribed before me the)
date aforesaid:)

H. I. Sobol

() Foreign Commissioner of Deeds
(L. S.) for New Jersey in New York:
()

Received and recorded December 13th., 1912 9.30 A. M.

Geo. H. Nelson Clerk

Caroline M. G. Patterson)

To)

Howard G. Merceraft)

This Indenture made the Thirtieth day of
October in the year of our Lord one thou-
sand nine hundred and twelve:

Between

Caroline M. G. Patterson (unmarried) of the Township of Brick in the County of Ocean
and State of New Jersey of the first part:

And Howard G. Merceraft of the Borough of Market-
ten in the County of New York and State of New York of the second part .

Witnesseth, That the

said party of the first part for and in consideration of Three hundred and thirty three
dollars money of the United States of America to her in hand well and truly paid
by the said party of the second part at or before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged and the said party of the first part therewith
fully satisfied contented and paid has given granted bargained sold aliened released enfeoff-
ed conveyed and confirmed and by these presents does give grant bargain sell alien release
enfeoff convey and confirm to the said party of the second part and to his heirs and assigns
forever:

All that lot tract or parcel of land and premises

hereinafter particularly described situate lying and being in the Township of Brick in the County of Ocean and State of New Jersey:

Beginning at a stone standing at the fifth corner of a tract of twenty acres and twenty four hundredths of an acre conveyed to Horatio E. Havens by deed from Abm. G. B. Havens and wife dated the First day of May 1854 and recorded in the Clerk's Office of Ocean County in Book 132 of Deeds pages 133 &c.; Being also a corner of lands formerly belonging to both William Robbins and Jonathan Goble and running thence (1) North eighteen degrees and nineteen minutes West along the fifth line of said Havens' land six chains and eighty six links to the sixth corner thereof thence (2) South seventy one degrees and eighteen minutes West four chains and eighty six links to the beginning corner of said tract of twenty acres and twenty four hundredths of an acre in the public highway leading from Burrsville to Lakewood thence (3) South eighteen degrees and nineteen minutes West along the middle of said highway six chains and eighty six links thence (4) North seventy one degrees and eighteen minutes East four chains and eighty six links to the place of beginning. Containing three acres and thirty three hundredths of an acre and being part of the land conveyed to the said Caroline H. G. Patterson by deed from Horace A. Allen dated March 24th., 1854 and recorded in the Clerk's Office of the County of Ocean in Book 209 of Deeds pages 215 &c., the within bearings being as the magnetic needle pointed in A. D., 1854.

Together with all and singular the houses buildings trees ways waters profits privileges and advantages with the appurtenances to the same belonging or in any wise appertaining.

Also all the estate right title interest property claim and demand whatsoever of the said party of the first part of in and to the same and of in and to every part and parcel thereof.

To have and to hold all and singular the above described land and premises with the appurtenances unto the said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever.

And the said Caroline H. G. Patterson does for herself her heirs executors and administrators covenant and grant to and with the said party of the second part his heirs and assigns that she the said Caroline H. G. Patterson is the true lawful and right owner of all and singular the above described land and premises and of every part and parcel thereof with the appurtenances thereunto belonging and that the said land and premises or any part thereof at the time of the sealing and delivery of these presents are not encumbered by any mortgage judgment or limitation or by any encumbrance whatsoever by which the title of the said party of the second part hereby made or intended to be made for the above described land and premises can or may be changed charged altered or defeated in any way whatsoever.

And Also that the said party of the first part now has good right full power and lawful authority to grant bargain sell and convey the said land and premises in manner aforesaid;

And Also that she the said Caroline H. G. Patterson will warrant secure and forever defend the said land and premises unto

the said Howard C. Morecraft his heirs and assigns forever against the lawful claims and demands of all and every person or persons freely and clearly freed and discharged of and from all manner of encumbrances whatsoever:

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year first above written:

Signed sealed and delivered)

in the presence of)

Caroline M. G. Patterson (LS.)

W. C. O'Leary

State of New Jersey)

County of Ocean)

ss:

Be it remembered That on this Twenty

fifth day of November in the year of

our Lord one thousand nine hundred and

twelve before me a Commissioner of Deeds in and for said County and State personally ap-

peared Caroline M. G. Patterson (unmarried) who I am satisfied is the grantor mentioned

in the within Indenture and to whom I first made known the contents thereof and thereupon she

acknowledged that she signed sealed and delivered the same as her voluntary act and deed for

the uses and purposes therein expressed:

W. C. O'Leary

Commissioner of deeds

Received and recorded December 17th., 1912 9:30 A. M.

Geo. H. Holman Clerk:

Elizabeth A. Stroud & Husband)

To)

Howard C. Morecraft)

This Indenture made the Fourth day of

November in the year of our Lord one thousand

and nine hundred and twelve:

Between:

Elizabeth A. Stroud and Edward A. Stroud her husband of the Township of Brick in the County of Ocean and State of New Jersey of the first part;

And Howard C. Morecraft of the Borough of Manhattan in the County of New York and State of New York of the second part:

Witnesseth, That the said party of the first part for and in consideration of Thirty one hundred dollars money of the United States of America to them in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the first part therewith fully satisfied contented and paid have given granted bargained sold aliened released enfeoffed conveyed and confirmed and by these presents do give grant bargain sell alien release enfeoff convey and confirm to the said party of the second part and to his heirs and assigns forever:

(All that lot tract or parcel)

all of land and premises hereinafter particularly described situate lying and being in the Township of Brick in the County of Ocean and State of New Jersey on the Westerly side of the public highway leading from Berreville to Lakewood-

Beginning at a stake standing in the middle of said highway distant two hundred and nine feet and $\frac{45}{100}$ of a foot on a course North seventeen degrees and fifty three minutes West from a stone the second corner of a tract of twenty acres and twenty four hundredths of an acre conveyed by A. W. B. Havens and wife to Horatio E. Havens by deed dated May 1st., 1874 and recorded at Toms River in Book 132 of Deeds page 133 &c.; thence running as the needle pointed April 23rd., 1892 (1) South seventy two degrees and seven minutes West six hundred and fifty three feet and forty hundredths of a foot to a stake thence (2) North seventeen degrees and fifty three minutes West two hundred feet to a stake thence (3) North seventy two degrees and seven minutes East six hundred and fifty three feet and forty hundredths of a foot to a stake in the middle of said highway thence (4) along the middle of the same South seven on degrees and fifty three minutes East two hundred feet to the Beginning.

Containing three acres;

Being the same land that was conveyed to the said Elizabeth A. Stroud by deed from Arthur Hyde and wife dated April 14th., 1905 and recorded in the Clerk's Office of the County of Ocean in Book 319 of Deeds page 457 &c.)

Together with all and singular the houses buildings trees ways waters profits privileges and advantages with the appurtenances to the same belonging or in anywise appertaining.

Also all the estate right title interest property claim and demand whatsoever of the said party of the first part of in and to the same and of in and to every part and parcel thereof,

To have and to hold all and singular the above described land and premises with the appurtenances unto the said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever;

And the said Elizabeth A. Stroud and Edward A. Stroud do for themselves their heirs executors and administrators covenant and warrant to and with the said party of the second part his heirs and assigns that they the said Elizabeth A. Stroud and Edward A. Stroud are the true lawful and right owners of all and singular the above described land and premises and of every part and parcel thereof with the appurtenances thereto belonging and that the said land and premises or any part thereof at the time of the sealing and delivery of these presents are not encumbered by any mortgage judgment or litigation or by any encumbrance whatsoever, by which the title of the said party of the second part hereby made or intended to be made for the above described land and premises can or may be changed charged altered or defeated in any way whatsoever;

And Also that the said party of the first part now have good right full power and lawful authority to grant bargain sell and convey the said land and premises in manner aforesaid;

And Also that they the said Elizabeth A. Stroud and Edward A. Stroud will warrant secure and forever defend the said land and prem-

unto the said Howard G. Horecraft his heirs and assigns forever against the lawful claims and demands of all and every person or person's freely and clearly freed and discharged of and from all manner of encumbrance whatsoever:

In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written—
Signed sealed and delivered)

in the presence of . . .)

W. G. O'Leary:

Elizabeth A. Stroud (IS.)

Edward A. Stroud (IS.)

State of New Jersey)

County of Ocean) ss:

Be it remembered That on this Twenty fifth day of November in the year of our Lord one thousand nine hundred and twelve

before me a Commissioner of Deeds in and for said County and State personally appeared Elizabeth A. Stroud and Edward A. Stroud her husband who I am satisfied are the grantors mentioned in the within Indenture and to whom I first made known the contents thereof and thereupon they acknowledged that they signed sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed. And the said Elizabeth A. Stroud being by me privately examined separate and apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband:

W. G. O'Leary

Commissioner of Deeds:

Received and recorded December 19th., 1912 9.30 A. M.

Geo. H. Holman Clerk:

Christian Niering & wife)

To)

Frank Oleksiak & wife)

This Indenture made the fourth day of December in the year of our Lord one thousand nine hundred and twelve. (1912)

Between

Christian Niering City of Newark County of Essex State of New Jersey and Elizabeth Niering his wife parties of the first part

And Frank Oleksiak and Catharina his wife of the City and County of Philadelphia and State of Pennsylvania of the second part:

Witnesseth, That the said parties of the first part for and in consideration of the sum of One Dollar and other valuable considerations lawful money of the United States of America well and truly paid by the said parties of the second part to the said parties of the first part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened conveyed released conveyed and confirmed and by these presents

unto do Grant bargain sell alien enclose release convey and confirm unto the said parties of the second part his heirs and assigns :

All that one certain lot or piece of ground situate lying and being in the Township of Berkeley County of Ocean and State of New Jersey and which on a Map entitled " Plan of North Sea Side Park Ocean County New Jersey Scale 100' - 1" surveyed June 1906 by Wm. Segoine Point Pleasant New Jersey " filed in the Ocean County Clerk's Office September 4, 1906 marked and known as Lot No. 39 Number Block M fronting on the Southerly line of Hancock Avenue and lying between Philadelphia and Long Branch Railroad and County Road,

Being the same premises which Geo. Vaux Jr., and Mary James Vaux his wife by Indenture bearing date the July Thirty first (1911) and duly recorded in the Clerk's Office of the County of Ocean in the State of New Jersey in Deed Book 380 page 155 do.; granted and conveyed (inter alia) unto the said Christian Hiering in fee under and subject to certain restrictions as therein mentioned;

Together with all and singular the buildings improvements woods ways rights liberties privileges hereditaments and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and of every part and parcel thereof.

And Also all the estate right title interest property possession claim and demand whatsoever both in law and equity of the said parties of the first part of in and to the said premises with the appurtenances

To have and to hold the said premises with all and singular the appurtenances unto the said parties of the second part their heirs and assigns to the only proper use benefit and behoof of the said party of the second part their heirs and assigns forever;

Under and subject to the restrictions that no buildings for any business shall be erected upon any avenue as laid out upon said plan except upon County road and that all buildings shall set back twenty feet from the frontbuilding lines and that the same shall not be used for any offensive occupation and that all cesspools upon said lots shall be lined with cement and be made watertight: Under and subject further to the restrictions covenants and conditions in the Deeds of the Berkeley Beach Seashore Association in so far as the same are applicable to the premises above described if they do so apply.

And the said Christian Hiering for himself his heirs executors and administrators doth by these presents covenant Grant and agree to and with the said parties of the second part their heirs and assigns that he the said Christian Hiering and his heirs all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be with the appurtenances unto the said parties of the second part their heirs and assigns against him the said Christian Hiering and his heirs and against all and every other person or persons whosoever lawfully claiming or to claim the same or any part thereof by from through or under him them or any of them shall and will subject as aforesaid warrant and forever defend;

In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals dated the day and year first

above written:

Signed sealed and Delivered)

in the presence of)

N. Guesti co

Christian Niering (18.)

Elizabeth Niering (18.)

State of Pennsylvania)

Philadelphia County)

Be it remembered That on this Tenth day
of December in the year of our Lord one
thousand nine hundred and twelve (1912)

before me the subscriber a Foreign Commissioner of Deeds for the State of New Jersey residing
in the State and County aforesaid personally appeared Christian Niering and Elizabeth Nier-
ing his wife who I am satisfied are the granters mentioned in the above deed or conveyance
and I having first made known to them the contents thereof they acknowledged that they sig-
ed sealed and delivered the same as their voluntary act and deed. And the said Elizabeth
Niering being of full age on a private examination apart from her said husband before me
acknowledged that she signed sealed and delivered the same as her voluntary act and deed,
freely without fear threats or compulsion of her said husband. All of which is hereby cer-
tified:

Robert F. Cummings

()

A Foreign Commissioner of Deeds for New Jersey

(L. S.)

Residing in Philadelphia Pennsylvania.

()

Received and recorded December 13th, 1912 9.30 A. M.

See: H. Holman Clerk

Metropolitan Land and Investment Company)

To)

Isaac James)

This Indenture made the Fifteenth day
of January in the year of our Lord one
thousand nine hundred and twelve :

Between

Metropolitan Land and Investment Company a corporation of the State of New Jersey party of
the first part:

And Isaac James of the Borough of Brooklyn in the County of Queens and State
of New York party of the second part.

Witnesseth, That the said party of the first part for
and in consideration of One (\$1.00) Dollar and other good and valuable considerations
lawful money of the United States of America to the corporation aforesaid well and truly
paid by the said party of the second part at or before the sealing and delivery of these
presents the receipt whereof is hereby acknowledged and the said party of the first part
being therewith fully satisfied contented and paid has given granted bargained sold aliened
remised released unfeoffed conveyed and confirmed and by these presents does give grant

bargain sellation remise release enfeeoff convey and confirm to the said party of the second part and to his heirs and assigns forever;

All these two certain lots tracts or parcels of land and premises hereinafter particularly described situate lying and being in the Township of Union in the County of Ocean and State of New Jersey:

As shown and designated on a certain map entitled "Map of Lincoln Heights property of the Metropolitan Land and Investment Company and known and designated as Lots Numbered Twenty five (25) and twenty six (26) in Block lettered " R " each lot being a plot of ground twenty five (25) feet in width in front and rear and one hundred (100) feet in depth throughout be the dimensions more or less. Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof:

And also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances:

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part his heirs and assigns to his own proper use benefit and behoof forever:

And the said party of the first part for itself its successors in office or assigns does covenant grant and agree to and with the said party of the second part his heirs and assigns that the said party of the first part at the time of the sealing and delivery of these presents was lawfully seized in its own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid.

And that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part its successors in office or assigns or of any other person or persons lawfully claiming or to claim the same:

And that the same are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature and kind soever:

And Also that the said party of the first part and its successors in office or assigns and all and every other person or persons whosoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for it or them shall and will at any time or times hereafter upon the reasonable request

and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns as by the said party of the second part his heirs or assigns or his counsel learned in the law shall be reasonably advised or required;

And the said party of the first part its successors in office or assigns the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part and its successors in office or assigns and against all and every other person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof the said party of the first part hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the day and year first above written:

Signed, sealed and delivered

in the presence of

P. L. Smith

Recy:

Metropolitan Land and Investment Co.

By

K. W. Smith

President.

State of New Jersey)

County of Hudson) ss:

Be it remembered That on this 15th., day of January in the year of our Lord one thousand nine hundred and

personally appeared before me an attorney at law of New Jersey Frank L. Smith who being by me duly sworn doth depose and make proof to my satisfaction that he is the Secretary of and well knows the corporate seal of Metropolitan Land and Investment Company the grantor named in the foregoing deed, that the seal thereto affixed is the proper corporate seal of the said corporation and that the same was so affixed thereto and the said deed signed and delivered by K. W. Smith who was at the date and execution thereof President of said corporation in the presence of said deponent as the voluntary act and deed of the said corporation and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed to before me)

L.

this 16th., day of January nineteen)

Frank Smith

hundred and twelve:)

Traverse A. Spraggins:

Attorney at law of New Jersey.

Received and recorded December 19th., 1912 9.30 A. M.

Geo. H. Nelson Clerk

Cert

This Indenture, made the fourth day of December

in the year One Thousand Nine Hundred and fifty-six

Between Walter Havens (widower)
of Laurelton

of the Township of Brick in the County of
Ocean and State of New Jersey
party of the first part, hereinafter known as the grantor;
And Margaret S. Durrue and Raymond S. Durrue, her husband
of Laurelton

of the Township of Brick in the County of
Ocean and State of New Jersey
party of the second part, hereinafter known as the grantee;

Witnesseth, That the said grantor, for and in consideration of One Dollar

and other valuable consideration
lawful money of the United States of America, to him in hand well and truly paid by the said
grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said grantor being there with fully satisfied, contented and paid, has
given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these
presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said
grantee, and to their heirs and assigns, forever,

All the following
tract or parcel of land and premises, hereinafter particularly described, situate, lying and
being in the Township of Brick
in the County of Ocean and State of New Jersey.

Being a part of three and sixty-one hundredths acres
conveyed by Abram C.B. Havens and wife to Margaret M. Havens by
Deed dated December 14, 1925 and recorded in the Ocean County Clerk's
Office in Book 674 of Deeds page 321.

Beginning at a point in the easterly line of State High-
way Route #88 (formerly Route #35) at the fifth corner of a
lot of land conveyed by Walter Havens to Margaret S. Durrue by
Deed dated December 13, 1947 and recorded in the Ocean County
Clerk's Office in Book 1684 of Deeds page 91, which point is
distant eighty-three and ninety-eight hundredths feet north
seventeen degrees forty-five minutes forty-five seconds west
from a stone monument at the fourth corner of said three and
sixty-one hundredths acres and running thence (1) along the
easterly line of State Highway Route No. 88, north seventeen
degrees forty-five minutes forty-five seconds west, one hundred
feet to a point; thence (2) north seventy-two degrees fourteen
minutes fifteen seconds east, one hundred fifty feet to a
point; thence (3) south seventeen degrees forty-five minutes
forty-five seconds east, one hundred twenty-nine and five
hundredths feet to a point; thence (4) north sixty-two degrees

...teen minutes west, forty and seventy-three hundredths feet
to a point; thence (5) south seventy-two degrees fourteen
...utes fifteen seconds west, one hundred twenty-one and forty-
six hundredths feet to the point and place of beginning.

THIS IS NOT A CERTIFIED COPY

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said grantor, of, in and to the same, and of, in and to every part and parcel thereof.

To Have and to Hold all and singular the above described land and premises, with the appurtenances, unto the said grantee, **their heirs** and assigns, to the only proper use, benefit and behoof of the said grantee, **their heirs**

and assigns forever.

And the said grantor **Walter Havens**

for himself, his heirs, executors and administrators, do **ES** covenant, promise and agree to and with the said grantee, **their heirs** and assigns, that **he** has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed Sealed and Delivered

in the presence of
Leland W. Downey

Leland W. Downey
Notary Public of

MY COMMISSION EXPIRES APRIL 14, 1957

Walter Havens
Walter Havens L.S.



State of New Jersey, } ss.:
County of Ocean

Be it Remembered, that on this **Fourth** day of December in the year of our Lord, One thousand nine hundred and fifty-six, before me, the subscriber, a **A NOTARY PUBLIC OF NEW JERSEY** personally appeared

Walter Havens
who, I am satisfied, is the grantor mentioned in the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Leland W. Downey

Leland W. Downey
Notary Public of N. J.

MY COMMISSION EXPIRES APRIL 14, 1957

DEED

Walter Havens (widower)

TO

125

Margaret S. Durrus and

Raymond S. Durrus

DATED December 4 1956

RECORDED
DEEDS COUNTY
CLERK

1957 JAN 22 AM 11

BOOK _____
OF _____
2000000

THIS IS NOT A CERTIFIED COPY

This Indenture, *MADE THIS*

20th day of April, in the year
of our Lord one thousand nine hundred and fifty-seven,

Between HAROLD E. STROHL and RUTH N. STROHL, his wife, residing
at 19 Elm Street, Westfield, New Jersey, parties

of the first part, and WERNER G. LANDMESSER and ELEANORE L. LANDMESSER,
his wife, residing at P.O. Box 159, Bayville, Berkeley Township,
Ocean County, New Jersey, parties

of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
ONE DOLLAR (\$1.00)

and other good and valuable considerations
lawful money of the United States of America, well and truly paid by the said party of the second part to
the said party of the first part, at and before the enrolling and delivery of these presents, the receipt whereof
is hereby acknowledged, have

granted, bargained, sold, aliened,
enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien,
enfeoff, release, convey and confirm, unto the said party of the second part, their
heirs and assigns:

ALL those lots, tracts or parcels of land and premises, herein-
after particularly described, situate, lying and being in the
Borough of Pine Beach, in the County of Ocean and State of New
Jersey.

BEING Lots 25, 26, 27, 28 and 29, Block 81, as shown on a
certain map or plan entitled "Plan of Pine Beach, Ocean County,
New Jersey" made by Arthur C. King, C. E., and filed in the Ocean
County Clerk's Office April 7, 1925.

SUBJECT to zoning restrictions imposed by ordinance of the
Borough of Pine Beach.

BEING the same premises conveyed by the Borough of Pine Beach
to Harold E. Stronl, et ux, by deed dated June 21, 1954, and
recorded in Book 1795 of Deeds for Ocean County, Page 72.

THIS IS NOT A CERTIFIED COPY

BOOK 2425 PAGE 358

This Indenture,

Made the 1st day of September, in the year One Thousand Nine Hundred and Sixty-four

Between MAURICE S. SCHERTEL and ROSA SCHERTEL, his wife,

residing at 225 Seaman Avenue
in the Borough of Beachwood in the County of Ocean and State of New Jersey party of the first part;

And LAWRENCE J. IANNUZZI, single man,
residing at 531 Oregon Avenue,

in the Township of Brick in the County of Ocean and State of New Jersey party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of ONE. (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

lawful money of the United States of America,

to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever,

All those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Brick in the County of Ocean and State of New Jersey

BEING Lots Numbers 27, 28 and 29, Block 30, Sub-division C Annex as laid down on a certain map entitled "Cedarwood Park" and filed in the Office of the Clerk of the County of Ocean at Toms River, New Jersey.

BEING the same premises conveyed to Maurice S. Schertel and Rosa Schertel, his wife, by Deed from Carl G Voss and Mary J. Voss, his wife, dated September 12, 1955 and recorded in the Ocean County Clerk's Office on September 20, 1955, Book 1668 of Deeds, page 451.

THIS IS NOT A CERTIFIED COPY

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof;

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, to his own proper use, benefit and behoof forever.

And the said

MAURICE S. SCHERTEL and ROSA SCHERTEL, his wife,

heirs, executors and administrators, do
of the second part, his heirs

for their
covenant, grant and agree to and with the said party
and assigns, that the said

MAURICE S. SCHERTEL and ROSA SCHERTEL, his wife,

at the time of the sealing and delivery of these presents, are lawfully seized
of a good, absolute, and indefeasible estate of
inheritance in fee simple, of and in all and singular the above granted, bargained and described
premises, with the appurtenances
and have good right, full power and lawful authority to grant, bargain, sell and convey the same
in manner and form aforesaid.

And that the said party of the second part, his heirs and assigns, shall and
may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the
above granted premises, and every part and parcel thereof, with the appurtenances, without any
let, suit, trouble, molestation, eviction or disturbance of the said party of the first part,
their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former
and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what
nature and kind whatsoever, except as aforesaid.

And also, that the said party of the first part, and their heirs, and all
and every other person or persons whomsoever, lawfully or equitably deriving any estate, right,
title or interest of, in or to the hereinafore granted premises, by, from, or in trust for
them, shall and will at any time or times hereafter, upon the reasonable request, and
at the proper costs and charges in the law, of the said party of the second part, his heirs
and assigns, make, do, and execute, or cause or procure to be made done or executed,
all and every such further and other lawful and reasonable acts, conveyances and assurances in the
law for the better and more effectually vesting and confirming the premises hereby intended to be
granted in and to the said party of the second part, his heirs and assigns
forever, as by the said party of the second part, his heirs or assigns, or
counsel learned in the law, shall be reasonably advised or required.

And the said MAURICE S. SCHERTEL and ROSA SCHERTEL, his wife,

their heirs, SHALL AND WILL WARRANT and by these presents FOREVER DEFEND
the above described and hereby granted and released premises, and every part and parcel thereof,
with the appurtenances, unto the said party of the second part, and
assigns, against the said party of the first part, and their heirs, and against
all and every person or persons whomsoever, lawfully claiming or to claim the same.

In Witness Whereof, the said party of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Maurice S. Schertel (LS.)
MAURICE S. SCHERTEL

Rosa Schertel (LS.)
ROSA SCHERTEL

Charles E. Starkey



State of New Jersey.

County of OCEAN

Be it Remembered, that on this 18th day of September, 1964, before me,
in the year of our Lord One Thousand Nine Hundred and Sixty-four,
the subscriber, an attorney at law of New Jersey
personally appeared

MAURICE S. SCHERTEL and ROSA SCHERTEL, his wife,

who, I am satisfied, are the persons mentioned in the within instrument, and thereupon
they acknowledged that they signed, sealed and delivered the same as
their act and deed, for the uses and purposes therein expressed.

Charles E. Starkey
CHARLES E. STARKEY
Attorney at Law

377 Mantoloking Road
Brick Town, N.J.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

SEP 22 AM 11 46

5435-358
CLERK
Edward H. Sarge

Read.

MAURICE S. SCHERTTEL and
ROSA SCHERTTEL, his wife,
225 Seaman Avenue
Beachwood, New Jersey

TO

LAWRENCE J. IANNUZZI, single
man,
531 Oregon Avenue
Brick Town, New Jersey

Dated, September 15, 1964

CHARLES E. STARKER
Attorney at Law
399 Mantoloking Road
Brick Town, N.J.

THIS IS A CERTIFIED COPY

This Indenture made the **Eighteenth**

day of **September** in the year **One Thousand Nine Hundred and Sixty-Four**

Between

DUQUESNE BUILDERS, INC.

a corporation organized under the laws of the State of New Jersey, having its principal office in the Township of Brick, in the County of Ocean and State of New Jersey, party of the first part, hereinafter known as the **GRANTOR**;

And **FRED DORNACKER and LILLIAN DORNACKER, his wife**

residing at **283 Griffith Street, in the City of Jersey City**

in the County of **Hudson** and State of **New Jersey**

party of the second part, hereinafter known as the **GRANTEE**:

Witnesseth, That in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable considerations, the said Grantor does grant, bargain, sell and convey, unto the said Grantee, their heirs and assigns, forever,

All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Brick, in the County of Ocean and State of New Jersey.

Being known and designated as Lot Number 8 in Block 382-B-13 on a map entitled Map of Lake Riviera, Section 6, situated in Brick Township, Ocean County, New Jersey, made by Bernard Chambers & Associates, Surveyors, dated June, 1959 and filed in the Ocean County Clerk's Office on August 5, 1960 as Map No. B-80

This conveyance includes the privilege in favor of the Grantee to use the Recreational Area, as shown on the Revised map of Lake Riviera, Inc. for the purpose of bathing and other recreational purposes, provided that this privilege shall be effective only during such time as the Grantee shall be members in good standing of the Lake Riviera Club, and shall abide by the By-laws, rules and regulations of said Club.

This conveyance is made subject to the following restrictions:

The Grantee does hereby declare, promise, covenant and agree for itself, its successors and assigns, that the following restrictions and protective covenants shall, and the same are hereby deemed to apply to, affect and be binding upon the premises aforesaid:

- a. No lot shall be used except for residential purposes except that a Doctor or Dentist may maintain an office in his residence for the practice of medicine or dentistry respectively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage of not more than two cars.
- b. No residential structure shall be erected, placed or altered on the above described premises until the building plans, specifications, plot plans and architecture showing the proposed location and construction of such buildings shall have been approved in writing by Duquesne Builders, Inc. or a representative designated by it, and until a deposit of \$200 has been placed in escrow with Duquesne Builders, Inc. for the performance by the builder of cleaning up all trash, debris, lumber and building material on the property after completion of the building.
The ground floor living areas of the main structure, inclusive of one story open porches and garages, shall not be less than 1000 square feet.
- c. No residential structure shall be located on any building plot nearer than 25 feet to the front property line, nor nearer than 25 feet to any side street line and no such building shall be located nearer than 5 feet to any side lot line. No garage other than an attached garage shall be erected nearer than 75 feet to the front property line.
- d. Easements for the installation and maintenance of utilities and drainage facilities are reserved as may be shown on said map, and over the rear five feet of each lot, and the Grantee will not obstruct, block or interfere with the present drainage ditches as they now physically exist.
- e. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- f. No structure of a temporary character, trailer, basement, tent, garage, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- g. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, by a Doctor or Dentist.
- h. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- i. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purpose, or as a kennel.
- j. No lot shall be used or maintained for a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- k. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- l. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, at which time, said restrictions shall expire unless a majority of the then record owners of the lots shall agree in writing to extend the period of these restrictions.
- m. Enforcement of these covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages.
- n. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.
- o. The restrictions herein are for the benefit of the remaining lands of the party of the first part and are not to be applicable to other lots except as imposed thereon by the party of the first part.

The foregoing restrictive covenants shall apply only to Section 6 of Lake Riviera, Brick Township, Ocean County, New Jersey, made by Bernard Chambers & Associates, licensed land surveyors, dated June, 1959 and filed in the Clerk's Office of the County of Ocean on August 5, 1960 as Map No. B-80

The Grantor, its successors and assigns, reserves the sole right to grant franchises and consents for the location of any public utility in and over any of the streets of said tract, including the right to lay water and gas mains and conduits for transmitting electric power and telephone and for all other purposes in, on and under said streets.

This conveyance is made subject to restrictive covenants, easements and utility grants of record, if any, and the effect of local zoning ordinances and municipal statutory rules and regulations.