

3K 322

J. A Means before whom the foregoing Affidavit was taken, and who has hereunto in her own proper handwriting, subscribed her name, was at that time and is a Notary Public in and for said County of Allegheny, duly commissioned and sworn, and authorized by law of the Commonwealth of Pennsylvania to take affidavits and acknowledgments of deeds for lands and real estate in said Commonwealth of Pennsylvania, and to all whose acts as such due faith and credit are, and of right ought to be, given throughout the United States and elsewhere. And further, that I am acquainted with her handwriting, and verily believe the signature thereto to be her genuine signature. I further certify that the foregoing Affidavit was taken in accordance with the laws of the State of Pennsylvania.

In Testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, at Pittsburgh, this 28th day of July A. D. 1908.

() William Dedds,
(L.S.) Clerk.
().

Received and Recorded July 29th, 1908, 1.30 P. M.
Geo. H. Helman, Clerk.

Thomas T. Wardell & wife,) This Indenture, made the eighth
To) day of December in the year of
Twining A. Wardell.) our Lord one thousand nine hundred and four,

Between Thomas T. Wardell and Lula M. Wardell his wife of the Township of Brick in the County of Ocean and State of New Jersey of the first part;

And Twining A. Wardell of the Township of Brick in the County of Ocean and State of New Jersey of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of One Dollar (and exchange of land) to them duly paid before the delivery hereof, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim to the said party of the second part and to his heirs and assigns;

All those certain 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, First-

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Beginning at a large red cedar tree standing on the westerly side of the public highway leading from Burrsville to Lakewood and at the South-westerly corner of land devised to Charles H. Wardell by the last will and testament of Samuel Wardell, deceased, duly proved and recorded in the Surrogates office of the County of Ocean, and running thence, as the magnetic needle now points, (1) North seventeen degrees West one hundred (100) feet along the westerly side of said road to a stake; thence (2) South seventy-three degrees West, two hundred seventy-one and six hundredths (271.06) feet to the northerly line of land devised to Lydia A. Wardell (now Reynolds) by said last will and testament of Samuel Wardell, deceased; thence (3) South eighty-six degrees and forty-five minutes East, two hundred eighty-eight feet and ninety-two hundredths (288.92/100) of a foot to the Beginning. Containing Thirty-one hundredths of an Acre.

Second- Beginning at a stake and stone planted on the westerly side of said public highway from Burrsville to Lakewood and distant ten (10) chains on a course North seventeen degrees West from the within mentioned red cedar tree, and running from said beginning (1) South seventy-three degrees West eleven chains and ten links (11.10); thence (2) North seventeen degrees West two chains and fifty links (2⁵⁰); thence (3) North eighty-six degrees and forty-five minutes West five chains and eighty-seven links to the line of Adam W. Claytons land; thence (4) North thirty five degrees and twenty minutes West nine chains and forty-seven links to a stake and stone standing at the Northwesterly corner of a tract of 38 34/100 Acres (of which the land herein described is a part) returned to John Meirs on the fifth day of August 1771, and recorded in the Surveyor General's office at Berth Amboy in Book 8 6, page 225; thence by the Northerly line of said tract (5) South eighty-six degrees and forty-five minutes East twenty chains and eighty-nine links (20⁸⁹) to a stake standing in the Westerly side of said public road; thence along the same (6) South seventeen degrees East six chains and twenty-nine links to the place of Beginning. Containing Fourteen Acres and 79/100 of an Acre. Being part of the land devised to the said Thomas T. and Twining A. Wardell by the last will and testament of the said Charles H. Wardell, dec'd duly proved and recorded as aforesaid., with the appurtenances and all the estate, right, title and interest, property, possession, claim and demand of the said party of the first part, therein,

To have and to hold, the above mentioned and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

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)

Jno. G.W. Havens.

Thomas T. Wardell. (ls).

Lula M. Wardell (ls).

State of New Jersey,)
County of Ocean.) SS.

Be it remembered, that on this
twenty-first day of December in the
year of our Lord one thousand nine

hundred and four before me, the subscriber, a Commissioner of Deeds of the
aforesaid County and State personally appeared Thomas T. Wardell and Lula M.
Wardell his wife 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 Lula M. Wardell 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.

A. O. S. Ravens,

Commissioner of Deeds.

Received and Recorded July 30th, 1908. 1.30 P. M.

Geo. H. Holman, Clerk.

New York-Lakewood Land and Farm)
Products Company.)

To)

Wm. M. R. Foster.)

This Indenture, made the twenty
third day of December in the
year nineteen hundred and seven

Between

New York-Lakewood Land and

Farm Products Company, a corporation duly organized and existing under and by
virtue of the laws of the State of New York, party of the first part,

And Mrs.

M. R. Foster of Birmingham in the County of Jefferson and State of Alabama
party of the second part.

Witnesseth, that the said party of the first part, in
consideration of One (\$1.00) Dollar, lawful money of the United States, and
other valuable considerations to it in hand paid by the said party of the the
second part, at or before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by
these presents does grant, bargain, sell, and convey, unto the said party of
the second part, and to her heirs and assigns forever;

All of the following described tract, piece or parcel of land situate, lying and being in the Township

of Jackson, in the County of Ocean and State of New Jersey, and known and designated as Lot No. Two hundred and ninety-one (291), Block No. Twelve, In Sub-division "E", Five Twenty five x One Hundred feet as laid down on a certain Map entitled "Lakewood Terrace, Lakewood, New Jersey," Sub-division "E", surveyed by L. F. Bodine, surveyor and engineer, and filed in the office of the Clerk of the County of Ocean on the 5th day of February, 1907.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And also, all the estate, right, title, interest, property, 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, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever. It is understood and agreed that there shall not be erected on said premises, or any part thereof, any business house of any kind for the sale or manufacture of liquors or merchandise, nor any slaughter house, brass foundry, nail or iron foundry or any fertilizing manufactory of any kind or any bone boiling establishment. These covenants shall be taken as real covenants running with the land.

And the said New York-Lakewood Land and Farm Products Company does covenant to and with the said party of the second part that the said party of the first part has not done, caused, suffered or procured to be done, any act, matter or thing whereby the title of the said party of the second part, of, in and to the above granted, bargained and described land and premises, or any part thereof can or may be changed, charged, altered, or defeated in any way whatsoever.

And also, that the said New York-Lakewood Land and Farm Products Company has good right full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid.

In witness whereof, the said New York-Lakewood Land and Farm Products Company has caused these presents to be signed by its President and its common seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered)

in the presence of)

Attest:

Company.

J. T. Butler, ()

By- Thomas R. Martin,

Sec'y. (L.S.)

President.

()

State of New York,)
County of New York.) ss.

Be it known, that on this twenty-third day of December in the year one thousand and nine hundred and seven, before me

Harry Steinman a Foreign Commissioner of Deeds for New Jersey in New York, residing in the City of New York, in the County of Kings, in the State of New York personally appeared J. T. Butler of full age, who being by me duly sworn, on his oath says that he is the Secretary of the New York-Lakewood Land and Farm Products Company, which Company is the grantor mentioned in, and who executed, the foregoing deed; that the said Company is a corporation; that he knows the seal of the said corporation that the seal affixed to said deed is the common seal of the said corporation; that Thomas R. Martin is the President of the said Corporation, and did, by its order, sign, seal and deliver the said deed as its voluntary act and deed, in the presence of the said deponent, and that the said deponent did, at the execution thereof, subscribe his name as a witness thereto.

In witness whereof, I have hereunto set my hand and affixed my official seal, at New York, in the County and State aforesaid, the day and year last above written.

() Harry Steinman,
(L.S.) A Foreign Commissioner of Deeds
() for New Jersey.

Received and Recorded July 30th, 1908. 4.30 P. M.

Geo. N. Holman, Clerk.

Josephine A. Donnelly & has,

To

Harry W. Applegate

) This Indenture made the Tenth day
) of July in the year of our Lord
) one thousand nine hundred and
eight (1908)

Between Josephine

A. Donnelly and Samuel W. Donnelly her husband. of the City of Newark in the County of Essex and State of New Jersey of the first part.

And Harry Williams

Applegate of the Borough of Island Heights in the County of Ocean and State of New Jersey of the second part.

Witnesseth, That the said party of the first part, for and in consideration of One dollar and other valuable considerations 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 those lots tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Borough of Island Heights, in the County of Ocean and State of New Jersey being the same premises conveyed to the said Josephine A. Donnelly by deed dated July 7, 1902 and recorded in Ocean County Clerk's Office in Book 286 of Deeds page 295 &c., and therein described as follows:— Lots Numbers 41 and 42 in Block 26 on Map of Island Heights made A. D. 1878 and revised A. D., 1886 bounded and described as follows:—

Beginning at a point in the South line of Vansant Avenue distant two hundred feet Westward from the West line of Laurel Avenue thence (1) Southerly along the West line of Lot Number 40 one hundred and six and one quarter feet, thence (2) westerly along the North line of Lots Number 24 and 73 fifty feet thence (3) Northerly along the East line of Lot Number 43 one hundred and six and one-quarter feet to the South line of Vansant Avenue thence (4) Easterly along the South line of Vansant Avenue fifty feet to the place of Beginning.

Together with all and singular th 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 Josephine A. Donnelly and Samuel W. Donnelly her husband. do for themselves their heirs, executors and administrators covenant and grant to and with the said party of the second part his heirs and assigns that they the said Josephine A. Donnelly and Samuel W. Donnelly her husband 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 encumbrance of any mortgage, judgment or linitition or by any encumbrance whatsoever, by

STATE OF NEW JERSEY :
OCEAN COUNTY :SS.

I, JOSEPH L. HOLMAN,
Sheriff, as aforesaid, do
solemnly swear that the

land and real estate described in this Deed, made by me to Frank A. Schussler
was by me sold by virtue of a good and subsisting execution as is therein recited
that the money ordered to me made has not been, to my knowledge and belief, paid
or satisfied; that the time and place of sale of said land and real estate was
by me duly advertised, as required by law that the same was cried off and sold
to a bona fide purchaser for the best price that could be obtained.

Joseph L. Holman,
Sheriff.

Sworn and subscribed to this Fifteenth day
of September, A. D. 1930, before me, one of the Masters of the Court of Chancery
of the State of New Jersey. And I have examined this Deed, do approve the same,
and order it to be recorded as a good and sufficient conveyance of the land and
real estate therein described.

Wilfred H. Jayne, Jr.
M. C. C. of N. J.

Received and Recorded September 17, 1930

1.45 P. M.

\$4.50 *boned*

John A. Ernst, Clerk.

Laurelton Park Company)

To

Lily Carpenter

and Thirty,

THIS INDENTURE, Made the
Sixteenth day of September
in the year of our Lord
One Thousand Nine Hundred

BETWEEN Laurelton Park Company, a corpora-
tion of the State of New Jersey, party of the first part;

AND Lily Carpenter of the
party of the second part.

WITNESSETH, That the said party of the first
part, for and in consideration of ONE DOLLAR and other good and valuable consid-
erations, lawful money of the United States of America, to it 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

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LMAN, the first part being therewith fully satisfied, contented and paid, has given, resaid, do granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and that the by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey nussler and confirm unto the said party of the second part, and to her and assigns ein recited forever,

lief, paid 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.

ate was KNOWN a_ lots numbers 1, 2, 3, and 4, Block 19, on and sold the Map of the Laurelton Park Company made by Roy T. Havens, Engineer and Surveyor, and dated March 3, 1927.

teenth day BEGINNING at a concrete monument at the southeasterly corner of said lot number 1, thence by magnetic bearings of A. D. 1927 along the westerly line of Seneca Trail north 14 degrees 28 minutes west 175 feet to a monument at the northeasterly corner of lot number 4 in said Block; thence (2) Along the northerly line of the same south 75 degrees 32 minutes west 144.98 feet to a monument in the easterly line of Mantoloking Road; thence (3) Along said easterly line south 32 degrees 27½ minutes east 29.43 feet to a monument; thence (4) Southerly deflecting to the left following the arc of a circle with a radius of 128.34 feet a distance of 66.64 feet to a monument; thence (5) South-easterly curving to the right following the arc of a circle with a radius of 128.34 feet a distance of 126.17 feet to a monument at the northeasterly corner of Mantoloking Road and Chippewa Trail; thence (6) Along the northerly line of Chippewa Trail north 75 degrees 32½ minutes east 13.62 feet to the place of BEGINNING.

THE said street hereinbefore described as Seneca Trail is known and described on said map as Yale Place; the said street hereinbefore described as Mantoloking Road is known and described on said map as Tilford Boulevard; and the said street hereinbefore described as Chippewa Trail is known and described on said map as Sixth Street.

SUBJECT, nevertheless, to the following restrictions of record.

(1) That no building costing less than \$1500.00 shall be erected upon the premises herein described excepting a garage, private stable or the usual and necessary outbuildings accessory to a private dwelling;

(2) That no dwelling or other building shall be erected or built nearer than 20 feet from any street line or nearer than FIVE FEET from any lot boundary line, that is the outside boundary of any one owner;

(3) That the premises will be kept and maintained in a proper sanitary and neat condition at all times.

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, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever

AND the said party of the first part does for itself and its successors, covenant and agree to and with the said party of the second part, her heirs and assigns, that the said party of the first part 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 the said party of the first part, will WARRANT, secure and forever defend the said land and premises unto the said party of the second part her 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 encumbrance whatsoever.

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.

ATTEST:

Cornelius C. Pearce.
Secretary

LAURELTON PARK COMPANY,
By
Harry T. Hagaman,
President.

STATE OF NEW JERSEY :
COUNTY OF OCEAN : SS.

BE IT REMEMBERED, That on
this Sixteenth day of
September, Nineteen Hundred

and Thirty, before me the subscriber, a personally appeared Cornelius C. Pearce, and made proof to my satisfaction that he is the Secretary of Laurelton Park Company, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Harry T. Hagaman, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged

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page 2

that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said Instrument as an attesting witness to the execution thereof.

SWORN AND SUBSCRIBED BEFORE ME)

At Lakewood, N. J.)

Cornelius C. Pearce

the date aforesaid.)

Albert S. Larrabee

An Attory at Law of N. J.

Received and Recorded September 17, 1930 1.45 P. M.

\$2.75 *per page*

John A. Ernst, Clerk.

Joseph J. Schwartz & wife et. al.)

To

Bessie Schwartz)

THIS INDENTURE, made the 15th day of August, nineteen hundred and thirty, BETWEEN Joseph J. Schwartz, Yetta Schwartz, his wife, Rose Katz,

Louis E. Schwartz and Lillian Schwartz, his wife, all residing in the Borough of Brooklyn, City and State of New York, being the heirs at Law of Morris Schwartz, deceased, parties of the first part;

AND Bessie Schwartz, residing at 570 Schneck Avenue, in the Borough of Brooklyn, City and State of New York, party of the second part.

WITNESSETH, that the parties of the first part, in consideration of TEN (\$10.00) DOLLARS, lawful money of the United States, and other good and valuable considerations paid by the party of the second part, do hereby grant and release unto the party of the second part, her heirs and assigns forever,

ALL that certain lot, piece or parcel of land, situate and being in the Township of Lakewood, County of Ocean and State of New Jersey, described as follows, to wit:

Lots Nos. 1761-1762-1763-1764-1765-1766 as designated and delineated on the map entitled Lakewood, New Jersey, Map " 3 " Ridgeway Avenue Section, surveyed by W. J. Kauffman, C. E. 71 West 35th Street, New York, August 26th, 1921, and filed in the Ocean County Clerk's Office, the 9th day of September, 1921, File No. 145.

BEING the same premises conveyed to Morris Schwartz by deed dated June 25th, 1923, and recorded in the Office of the Clerk of the County of Ocean on the 28th day of November, 1923, and recorded in Book 613 of Deeds, at page 239.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD, the premises herein granted unto the party of the second part, her heirs and assigns forever,

AND said parties of the first part covenants as follows:

FIRST. That said parties of the first part are seized of the premises in fee simple, and have good right to convey the same,

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from incumbrances.

FOURTH. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said parties of the first part will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

Harry Katz

Joseph J. Schwartz (ls)

Yetta Schwartz (ls)

Rose Katz (ls)

Louis E. Schwartz (ls)

Lillian Schwartz (ls)

STATE OF NEW YORK :

CITY OF NEW YORK :

COUNTY OF KINGS :SS.

BE IT REMEMBERED, that on

this 23rd day of August,

1930, before me, Charles J.

Barfield, personally appeared Joseph J. Schwartz, Yetta Schwartz, his wife, Rose Katz, Louis E. Schwartz and Lillian Schwartz, his wife, who I am satisfied, are the grantors in the within Deed of Conveyance named, and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

AND the said Yetta Schwartz, Rose Katz, and Lillian Schwartz, each being by me privately examined, separate and apart from their respective husbands, they did further acknowledge that they signed, sealed and delivered the same freely, as their voluntary act and deed, without any fear, threats or compulsion of or from their said respective husbands.

Chas. B. Barfield

Comm of Deeds N. Y. City
Kings Co. Clerk's No. 64
My Com. expires 6/11/1931/

STATE OF NEW YORK :
COUNTY OF KINGS :SS.

I, Fred G. Lemmerrmann, Clerk of the
County of Kings, and also Clerk of
the Supreme Court for said County

(said Court being a Court of Record), Do Hereby Certify that Chas. B. Barfield
the Commissioner of Deeds before whom the within acknowledgment or deposition was
made, was at the time of taking the same authorized by the laws of the State of
New York, to take the acknowledgments and proofs of deeds or conveyances for lands,
tenements and hereditaments situate, lying and being in said State of New York. And
further, that I am well acquainted with the handwriting of such Commissioner, and
verily believe that the signature to the said certificate of proof, acknowledgment
or deposition is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed the seal of the said County and Court, this 18 day of Sept. 1930.

Fred G. Lemmerrmann,
Clerk.

()
(L. S.)
()

Received and Recorded September 20, 1930 8.52 A. M.

\$2.25 *Long*

John A. Ernst, Clerk.

(ls)
(ls)
(ls)
(ls)
(ls)

Mercantile Land Company, Inc.)
To
Bart Halloran & wife

THIS INDENTURE, Made the 19th day of
Sept, in the year of our Lord One
Thousand Nine Hundred and Thirty,

BETWEEN Mercantile Land Company, a corporation duly
organized and existing under the virtue of the laws of the State of New Jersey
having its principal office in the City of Newark, in the County of Essex and
State of New Jersey, of the first part;

AND Bart Halloran and Eleanor, his wife, of the
City of New York 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 ONE DOLLAR and other good and valuable consideration
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, enfeoffed, conveyed and

William Rubel, Trustee)

To

Thomas A. Curran et al)

THIS INDENTURE, Made
the First day of
December, in the year of
our Lord one thousand

nine hundred and thirty-one

BETWEEN William Rubel, of Weehawken, Hudson County, State of New Jersey, as Trustee, by a certain Trust deed to him as such Trustee, and recorded in the Office of the County Clerk of the County of Ocean, State of New Jersey, party of the first part;

AND Thomas A. & Genevieve M. Curran of 216 Jersey Avenue, Cliffside, Bergen County, State of New Jersey, who is a subscriber to the Hudson Dispatch, party of the second part.

WITNESSETH, that the said party of the first part, by virtue of the power and authority to him given in and by said Trust deed and for and in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States of America, to him in hand paid by the said party of the second part and other good and valuable considerations, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed unto the said party of the second part and to their heirs and assigns, forever,

ALL of the following tract or parcel of land, situate lying in and being in the Township of Brick County of Ocean and State of New Jersey, and known and designated as

LOT NO. 13-14

BLOCK NO. 20

IN 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.

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 in and to the above described premises and for 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, their heirs and assigns forever, and the said party of the first part does hereby covenant, promise and agree to and with the said party of the second part their heirs and assigns that he has not as such Trustee as aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the said premises or any part thereof, with the appurtenances, are or may be charged or encumbered in estate, title or otherwise, and the said party of the second part for themselves, heirs, and assigns, by acceptance of this deed, covenants and agrees as a covenant running with the land hereby conveyed, that there shall not be erected on said premises, or any part thereof, any business house for the manufacture

of liquors; nor any slaughter house, brass foundry, nail, or iron foundry or any fertilizing manufactory of any kind or any bone boiling establishment.

AND the grantor in said deed to the Trustee covenants as follows:

* And the said party of the first part does for itself, its successors and assigns, covenant and agree to and with said party of the second part, his successors in the trust hereby created and their heirs and assigns; that said party of the first part 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 enrolling and delivery of these presents, are not encumbered by any mortgage, judgment or limitation or by any encumbrances 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 the manner aforesaid; and also that said party of the first part will WARRANT, SECURE AND FOREVER DEFEND the said land and premises unto the said party of the second part his successors in the trust hereby created and their 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 his hand and seal as Trustee, the day and year above written.

SIGNED, SEALED AND DELIVERED

in the presence of

Attest: W. A. Schmitt

William Rubel
As Trustee.

STATE OF NEW JERSEY :
COUNTY OF HUDSON .SS.

BE IT REMEMBERED, that on this First day of December, in the year of our Lord one thousand nine hundred and thirty-one before me, a Notary Public of New Jersey, personally appeared William Rubel, who I am satisfied is the person the Trustee mentioned in the foregoing Deed, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the purposes therein expressed.

L. J. Whitford
Notary Public of New Jersey
My Commission Expires April 28th, 1932.

()
(L. S.)
()

Received and Recorded December 22, 1931.

10.09 A. M.

\$2.50

John A. Ernst, Clerk.

Compd

Alice deW. Kearny)
To
Attys.
Marion T. Osborn et al/)

KNOW ALL MEN BY THESE PRESENTS,
That I, Alice de Wolf Kearny, of
Lakewood, New Jersey, have, made, con-
stituted and appointed, and by these

presents do made, constitute and appoint Marion Tracy Osborn and Dorothy Tracy Coe,
or either of them, my true and lawful attorneys for me and in my name, place and
stead to demand, sue for, recover and receive all manner of goods, chattels, debts,
rents, interest, sums of money and demands whatsoever, due or hereafter to become
due or owing or belonging to me, and to execute, acknowledge and deliver receipts
releases or other discharges for the same; to execute, acknowledge and deliver all
deeds, leases, mortgages and other instruments or writings of every kind whatsoever
necessary or proper in or about the handling of my personal affairs; to endorse
and deliver certificates of stock, notes, bonds, mortgages, or any form of instru-
ment or writing belonging to me or in any manner evidencing my ownership of or
interest in property rights and credits of all kinds;

WITH full power and authority to sell, transfer or
do any other act concerning any personal property of any kind which I may have
or possess, and to transfer the same in any manner required by any corporation,
company or law; and to grant, convey, mortgage or lease any real property of which
I may now or hereafter be seized; and to receive and take for me and in my name
any and all monies, property or thing of value of any kind and from whatever source
derived now or hereafter belonging or accruing to me; to sign, endorse and deliver
checks and drafts upon any account belonging to me in any bank, and to have access
to any safe deposit box at Lakewood Trust Company or at any other bank, trust
company or safe deposit company, giving and granting under my said attorneys full
power and authority to do and perform all and every act and thing whatsoever requisite
and necessary to be done in and about the premises as fully to all intents and pur-
poses as I might or could do if personally present, hereby ratifying and confirm-
ing all that my said attorneys shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the eleventh day of December, nineteen hundred and thirty-one.

SEALED, AND DELIVERED
in the presence of

Ernest Angell (?)

Alice deWolf Kearny

STATE OF NEW JERSEY :
COUNTY OF OCEAN LSS.

BE IT REMEMBERED, that on this 11th
day of December, in the year of our
Lord one thousand nine hundred and

thirty-one, before me the subscriber, a Notary Public in and for the State of New
Jersey, personally appeared Alice DeWolf Kearny, who I am satisfied is the grantor
in the within deed of conveyance named and I having first made known to her the
contents thereof she acknowledged that she signed, sealed and delivered the same
as her voluntary act and deed for the uses and purposes therein expressed.

()
(L. S.)
()

A. J. Parmentier
Notary Public of New Jersey
My Commission Expires Dec. 13, 1933/

Received and Recorded December 22, 1931. 10.15 A.M.
\$2.00 John A. Ernst, Clerk.

COPY

George E. G. Earnest)

AGREEMENT dated the 2nd

To

day of May, 1931,

Texas Company)

BY AND BETWEEN George E. G. Earnest, Main Street near Green Street, Tuckerton, N.J. (lessor) and The Texas Company, a corporation of Delaware, having a place of business at 135 E. 42nd St. New York, N.Y., (lessee)

(1) Premises Leased, Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Tuckerton, County of Ocean, State of New Jersey, described as follows:

BEGINNING at a point on the southerly side of Main Street a distance of three-quarters of a mile west of Green Street; thence running in a southerly direction a distance of Two hundred (200') feet; thence in a westerly direction a distance of Two hundred (200') feet; thence in a northerly direction a distance of Two hundred (200') feet; thence in an easterly direction a distance of Two hundred (200') feet to the point or place of beginning.

TOGETHER with all right, title and interest of the lessor in and to any and all roads, streets and ways bounded on said described premises.

(2) Term. TO HAVE AND TO HOLD, for the term of three (3) years, from and after the 8th day of May, Nineteen Hundred Thirty-one, (May 8th 1931).

PROVIDED, however, that the lessee at its option may terminate this agreement, at any time upon ten days' prior written notice in event of the cancellation or termination in any manner of that certain commission agency agreement between the parties hereto, dated May 8th 1931, or any agreement supplementary thereto or in lieu thereof.

(3) Rental. Lessee agrees to pay the following rent for said premises; A sum equal to one cent for each gallon of lessee's gasoline sold from said premises each month during the term hereof, payable monthly on the 10th day of each month next following the month for which payment is made., and agrees that, if any installment thereof shall be due and unpaid for TEN (10') days after written notice of such default has been delivered to the Assistant Land Attorney of lessee at 135 East 42nd Street, New York City, lessor shall then have the right to terminate this lease on thirty (30) days written notice to lessee.

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease. In the event of lessor's failure to do so, lessee, at its election may either terminate the lease on THIRTY (30) days notice to lessor, or make the necessary repairs at the expense of lessor, and have the right to apply accruing rentals for the purpose of reimbursing itself. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(5) Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty

(30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessee's Right of Termination. Should the structures on said premises be destroyed by fire or storm, or should lessee for any reason be prevented from establishing or continuing the business of distributing petroleum products on said premises or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving ninety (90) days' written notice, in which event the rental obligation shall be prorated to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8) Taxes and Encumbrances, Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee, shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9) Successors and Assigns. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness:

Paul H. Royal

George E. G. Earnest (ls)
Lessor.

ATTEST:

W. G. Elicker,

Assistant Secretary.

()
(L. S.)
()

THE TEXAS COMPANY

By

J. M. Williamson,
Assistant to Manager
Sales Dept.
Northern Territory.

STATE OF NEW JERSEY :
COUNTY OF ATLANTIC :SS.

BE IT REMEMBERED, that on this 4 day
of May, 1931, before me the sub-
scribing, Notary Public of the State

of New Jersey, personally appeared George E. G. Earnest, who I am satisfied is the lessor in the within indenture named, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same

as his voluntary act and deed for the uses and purposes therein expressed.

() James Souders
(L. S.) Notary Public
()

A.U.H to R.H. A.U.H.6/15/1931

R.H. to A.U.H R.H. 6/16/1931

Approved as to Terms R. W. Sever Description A. B. Kensey Form A. B Kensey
Jun.5 1931.

Received and Recorded December 22, 1931.

10.28 A. M.

\$2.50

John A. Ernst, Clerk.

Comptd

Harold Chafey, Sheriff)

To

Harry Hayt)

TO ALL PERSONS TO WHOM
THESE PRESENTS SHALL COME:
I, Harold Chafey, Sheriff
of the County of Ocean,

in the State of New Jersey, send GREETING:

WHEREAS, on the Seventh day of October in
the year of our Lord one thousand nine hundred and Thirty-one, a certain writ
of Fieri Facias was issued out of the Court of Chancery of the State of New Jersey,
directed and delivered to me, Harold Chafey, Sheriff of the said County of Ocean,
and which said writ is in the words or to the effect following- THAT IS TO SAY:

NEW JERSEY, TO WIT: The State of New Jersey
to the Sheriff of the County of Ocean,

GREETING:

(L. S.)

WHEREAS, on the Sixth day of October in
the year of our Lord one thousand nine
hundred and Thirty-one by a certain decree
made in our Court of Chancery, before our
Chancellor at Trenton, in a certain cause
therein depending, wherein Harry Hayt is
complainant, and Isidor Norman and Clara Norman, his wife, and Israel Ramer are
defendants, it was ordered, adjudged and decreed that certain mortgages premises,
with the appurtenances, in the bill of complaint in the said cause particularly
set forth and described, that is to say:-

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

SITUATE on the easterly side of Madison
Avenue between Sixth and Seventh Streets, and described as follows:-