

Eleanor Colgan)
To
Richard A. F. Troger)

THIS AGREEMENT, made the 7th
day of July in the year of our
Lord One Thousand Nine Hundred
and forty-one,

BETWEEN ELEANOR COLGAN (widow) residing at _____ in the City
Isbury Park in the County of Monmouth and State of New Jersey party of the first

AND RICHARD A. F. TROGER residing at #409 12th Avenue, in
Borough of Belmar in the County of Monmouth and State of New Jersey, party of
second part:

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of THIRTY-FIVE HUNDRED and 00/100 DOLLARS, to be paid and
satisfied as hereinafter mentioned, and also in consideration of the covenants and
agreements hereinafter mentioned, made and entered into by the said party of the se-
cond part, doth agree to and with the said party of the second part, that she the
said party of the first part, will well and sufficiently convey to the said party
of the second part, his heirs and assigns by Deed of Warranty free of all encumbran-
ces on or before the first day of June, 1942 next ensuing the date hereof,

ALL those certain lots, tracts, or parcels of land and premi-
ses hereinafter particularly described, situate, lying and being in the Township
Briar in the County of Ocean and State of New Jersey, on Route 35 State Highway
at intersection of same with Forge Pond Road, known as Lots #60, 61, 62, 63, 64, 65
of Laurelton Park, Block 23, together with all buildings thereon.

AND the said RICHARD A. F. TROGER for himself, his heirs,
executors and administrators, doth covenant, promise and agree to and with the said
party of the first part, her heirs, executors, administrators and assigns, that he
the said party of the second part, will pay and satisfy, or cause to be paid and
satisfied, unto the said party of the first part, the said sum of THIRTY-FIVE HUNDRED
00/100 DOLLARS, as and for the purchase money of the foregoing described land
premises, in the following manner, that is to say:

At the signing of this agreement, the receipt of which
hereby acknowledged, the sum of..... \$100.00
July 11th, 1941, the sum of 4400.00
September 15th, 1941, the sum of 500.00
June 1st, 1942, the sum of 500.00

Balance of \$2000.00, to be secured by a first mortgage
bond, executed and delivered to the party of the first
part, said mortgage to run for a period of three years
from June 1st, 1942, with interest at the rate of 5% per
annum from June 1st, 1942, payable semi-annually, with the
provision stated in the mortgage that the party of the
second part shall have the right to pay the principal sum
in any part thereof at any time during the term of the mortgage.

IT is further understood and agreed that the party of the
second part shall be entitled to immediate possession of the herein described premises.

IT is further understood and agreed between the parties hereto
that in the event title to said premises does not pass because of a defect in the
title, or for any other reason, then the party of the second part is to receive a
rent of all monies paid hereunder, except for an amount equal to thirty-five
(\$35.00) dollars per month for the period of time the party of the second part is
deprived of possession of the said premises.

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IT is further agreed that taxes are to be adjusted as of the date of the signing of this contract. All other adjustments are to be made at the date of closing.

THIS CONTRACT is entered into upon the knowledge of the parties as to the value of the land and whatever buildings are upon the same, and not on any representations made as to character or quality.

AND the said party of the ___ part hereby agrees to pay to the licensed and authorized agent a commission of ___% on the purchase price aforesaid

AND IT IS FURTHER AGREED by the parties to these presents, that the said party of the second part, his heirs and assigns, may enter into and upon the said land and premises on the 7th day of July, 1941 next ensuing the date hereof, and from thence take the rents, issues and profits to his and their use.

AND IT IS FURTHER AGREED by the parties hereto, that the said deed of warranty shall be delivered and received at the office of Anschelwitz & Barr, 730 Cookman Avenue, Asbury Park, New Jersey, at the hour of two o'clock in the afternoon the said first day of June, 1942 next ensuing the date hereof.

AND for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED)

in the presence of)

DAVID D. COOK

ELEANOR COLGAN (ls)
Eleanor Colgan

RICHARD A. F. TROGER (ls)
Richard A. F. Troger

STATE OF NEW JERSEY :
COUNTY OF MONMOUTH :SS.

BE IT REMEMBERED, that on
this 7th day of July in
the year of Our Lord One

Thousand Nine Hundred and forty-one, before me, the subscriber, A Notary Public of New Jersey personally appeared ELEANOR COLGAN (widow) who, I am satisfied, is the grantor mentioned in the within instrument, 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.

DAVID D. COOK

A Notary Public of N. J.

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(L. S.)
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Received and Recorded July 9, 1941.

\$2.50 

8:55 A. M.

JOHN A. ERNST, Clerk.

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