

This Indenture,

Made the 29th day of February, in the year of our Lord
One Thousand Nine Hundred and Fifty-six;

Between ARNOLD GUNDERSEN and FLORENCE P. GUNDERSEN, his wife

residing at 1227 Bay Avenue of Point Pleasant, in the County
in the Borough of New Jersey, party of the first part
of Ocean and State of

And JAMES FRASER and GLADYS A. FRASER, his wife,

residing at 6 Brooklawn Road, of Montclair, in the County
in the Town of New Jersey, party of the second part
of Essex, and State of

Witnesseth, that the said party of the first part, for and in consideration of One (\$1.00)
Dollar,
lawful money of the United States of America, and Other Good and Valuable
Consideration, to them in hand well and truly paid by the
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof
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 their heirs and assigns, forever,

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

BEING known and designated as Lot No. Five (5) Block Three (3)
as shown on a Plan of Lots entitled "Plan of Monterey Beach, Ocean
Section, Dover Township, Ocean County, N.J." made by William S.
Logan, Jr., Engineer and Surveyor, Manasquan, New Jersey, April 6,
1950 and filed in the Office of the Ocean County Clerk, Toms River,
New Jersey, November 16, 1950.

Being the same premises conveyed to the grantors herein by deed
of Chadwick Beach Company, a corporation of New Jersey, dated May
1954 and recorded June 3, 1954 in the Ocean County Clerk's Office
in Book 1560, page 474.

Subject to covenants and restrictions of record.

Subject to municipal zoning ordinances.

Subject to grant to Ocean County Water Company for construction
maintenance of water lines.

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, 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:

The Grantors covenant that they, their heirs and personal representatives, will forever warrant and defend the said property unto the Grantees, their heirs, personal representatives and assigns, against the claims and demands of the Grantors and all persons claiming or to claim by, through or under them.

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

Arnold Gundersen (L.S.)
ARNOLD GUNDERSEN

Signed, Sealed and Delivered
in the Presence of

Florence P. Gundersen (L.S.)
FLORENCE P. GUNDERSEN

Robert J. Riddle.....
Robert J. Riddle

State of New Jersey,

County of MONMOUTH,

ss.:

We it Remembered, that on this 29th day of February, in the year of our Lord One Thousand Nine Hundred and Fifty-six, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared ARNOLD GUNDERSEN and FLORENCE P. GUNDERSEN, 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 voluntary act and deed, for the uses and purposes therein expressed.

Robert J. Riddle
Robert J. Riddle
Attorney at Law of New Jersey

BOOK 1707 PAGE 270

4542
① Deed.

ARNOLD GUNDERSEN and
FLORENCE P. GUNDERSEN, his wife,

TO

JAMES FRASER and GLADYS A.
FRASER, his wife,

Dated, February 29, 1956.

Witnessed in the
County of
the day of
19 at
and Recorded in Book 1707
for said County, on page 270

Office of
on
A. D.
noon
DEEDS

RECORDED
CLAY COUNTY CLERK'S
OFFICE

5 AM 11 34

Law Offices
ROBERT J. RIDDLE
177 Main St.
Manassas, N.J.

CLERK
J. K. Burdette

This Indenture, made the Twenty-eighth day of February 1956

in the year One Thousand Nine Hundred and Fifty-six

Between

PINE ACRES, INC.

a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey having its principal office in the Township of Lakewood in the County of Ocean and State of New Jersey hereinafter called the grantor;

And

HARLEY BEARD and MADEJYEN BEARD, his wife,
residing at: 31 Morris Avenue
Metuchen, N. J.

hereinafter called the grantee:

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

-----ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----

the sum of money of the United States of America, to the Corporation aforesaid well and truly paid to the said grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm to the said grantee, forever,

All that certain

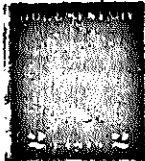
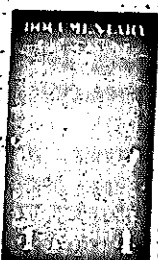
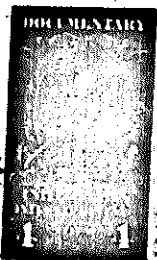
tract, or parcel, of land and premises, hereinafter particularly described, situate, lying and being in the Township of Lakewood in the County of Ocean and State of New Jersey

being Lot #19, Block 1248E, as shown on a map entitled "Final Record Map, Section 5, Pine Acre Estates, Lakewood Township, Ocean County New Jersey.", said map filed in the Ocean County Clerk's Office September 28, 1955, as Map No. C-299.

The above described premises are conveyed subject to an Easement in favor of the Jersey Central Power and Light Company dated May 23, 1950.

Also a part of the same premises conveyed by Eli Podolsky et als to Pine Acres, Inc., by deed dated September 12, 1955 and recorded in Book 1672 of Deeds, page 182&c, Ocean County Clerk's Office September 30, 1955.

Subject to Covenants of Record.



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Sworn

Together with all and singular the tenements, hereditaments and appurtenances thereto
belonging, or in any wise appertaining, and the reversion and reversions, remainder and
ders, rents, issues and profits thereof,

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

We Have and to Hold, all and singular, the above mentioned and described premises
together with the appurtenances, unto the said grantee, to grantee's own proper use, benefit
behoof forever.

My
Notar

And the said grantor does covenant, grant and agree, to and with the said grantee that the said grantor 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 thereunto and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

And Also that the said grantee 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 grantor, 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 soever, except as aforesaid.

And Also that the said grantor and its successors in office or assigns, and all and every other person or persons whomsoever, 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 grantee, 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 grantee forever, as by the said grantee, or counsel learned in the law, shall be reasonably advised or required.

And the said grantor, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said grantee, against the said grantor, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents forever Defend.

The neuter gender when used herein shall include all persons and corporations, and words used in singular shall include words in the plural where the text of the instrument so requires.

All the covenants, provisions and conditions herein contained, shall be deemed to be covenants running with the land and shall be for the benefit of and shall bind the grantor, grantee, and their respective heirs, executors, administrators, successors and assigns.

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, this day and year first above written.

Attest:


June Schmertz, Secretary

PINE ACRES, INC.


Robert J. Schmertz, President

State of New Jersey,

County of Ocean

ss.:

Be it Remembered, that on this Twenty-eighth day of February in the year of Our Lord One Thousand Nine Hundred and Fifty-six, before me, the subscriber, A Notary Public of New Jersey personally appeared June Schmertz

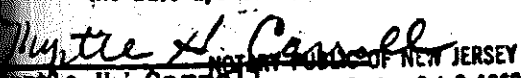
who being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Secretary of the Pine Acres, Inc.

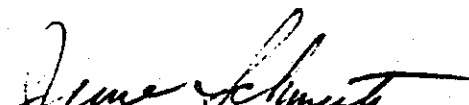
the grantor named in the within Instrument; that Robert J. Schmertz is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said Corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name hereto as witness.

Sworn to and subscribed before me,

at Lakewood

the date aforesaid.


Myrtle H. Carroll
Notary Public of New Jersey
My Commission Expires Oct. 3, 1960
Notary Public of N. J.


June Schmertz, Secretary

454S

11737
Beed.

PINE ACRES, INC.

TO

HARLEY BEARD

and

MADELYN BEARD, his wife

DATED February 28th 1956.

R & R

Harley Beard

1416 Jeffrey St

Stamford N.J.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1956 MAR 5 AM 11 45

LOOK PAGE

CLERK
Edward K. Burdige

This Indenture,

made the twenty-second

day of December

One Thousand Nine Hundred and Fifty-Five.

Between

RIVIERA BEACH S.E., INC.

a corporation of the State of New Jersey, having its principal office in the City of Newark, County of Essex and State of New Jersey, party of the first part, hereinafter known as the GRANTOR;

And WILLIAM L. FLESCHE and VIRGINIA FLESCHE, his wife, residing at
454 Bergenwood Avenue,

in the Township of North Bergen in the County of Hudson and State of New Jersey, parties of the second part, hereinafter known as the GRANTEE S:

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

their heirs and assigns

forever,

All those certain lot 3 tracts 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 No. 4 and 5 in Block No. 119
Revised Section 3, part
on Map 29K of Krollwood, / of Riviera Beach, located at Ocean County, New Jersey,
surveyed by M. Paul Austin, Professional Engineer and Land Surveyor, Lavellette, New Jersey, on March 27, 1952, and filed in the County Clerk's Office, Toms River, Ocean County, New Jersey, on April 12, 1952, as Case B-87.

Subject to zoning ordinances and to restrictions of record, and further subject to restrictions contained in a Deed from Riviera Beach Sales, Inc. to Edward Kaminski, dated July 18, 1951, and recorded in the County Clerk's Office, Toms River, Ocean County, New Jersey, on Page 483 in Book 1407 of Deeds.

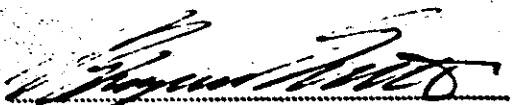
To Have and to Hold said premises with the appurtenances, unto the said Grantee for them, their heirs, executors, administrators and assigns forever.

And the said Riviera Beach Sales, Inc. for itself, its successors and assigns, does Covenant:

1. That the title to said premises is vested in fee simple absolute in the said Grantor.
2. That it has the right and authority to convey the said premises to the said Grantee.
3. That the Grantee shall have peaceable and quiet possession of the said premises free from encumbrances.
4. That the same are now free and clear of all encumbrances whatsoever, except as aforesaid.
5. That the Grantor will execute such further assurances and conveyances of the said premises as may be reasonably required.
6. That it will WARRANT and DEFEND the premises hereby conveyed against all persons lawfully claiming the same.

In Witness Whereof, the said Grantor has caused its corporate seal to be hereunto affixed, attested by its Secretary, and these presents to be signed by its President, the day and date above written.

ATTEST:


BENJAMIN SMITH, Secretary.

RIVIERA BEACH SALES, INC.
By 
THEODORE SMITH, President.

State of New Jersey. } ss:
County of Essex

Be it Remembered, that on this Twenty-Second day of December, 1955, in the year of Our Lord, One Thousand Nine Hundred and Fifty-Five, the subscriber, a Notary Public of the State of New Jersey, personally appeared Benjamin Smith,

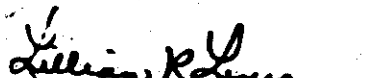
who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary

of RIVIERA BEACH SALES, INC.

that Theodore Smith is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said Corporation; and the deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said Theodore Smith, President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

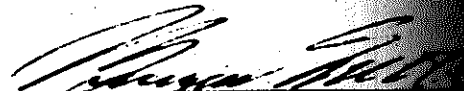
Sworn to and subscribed before me,

at Newark, New Jersey,
the date aforesaid.


LILLIAN R. LENO

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12-15-1958




BENJAMIN SMITH

Deed.

RIVIERA BEACH
SALES, INC.
a corporation of New Jersey

TO

HILLMAN W. FLESCHE and

VIRGINIA FLESCHE, his wife.

DATED December 2nd, 1955.

Received in the Office of
the County of
on the day of
A. D., 19 , at o'clock in the
noon and Recorded in Book
of DEEDS for said

County, on page

RECORDED IN BOOK

RECORDED IN BOOK

Record and return to:

Mr. & Mrs. William Fleche
4524 Bergenwood Avenue
North Bergen, New Jersey

450

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

MAR 5 PM 1 03

FACE

Edward K. Burdette

This Indenture, MADE THIS

31st

day of

August

in the year

of our Lord one thousand nine hundred and fifty-nine,

Between WILLIAM S. JACKSON, widower, of Pine Lake Park, Manchester Township, Ocean County, New Jersey,

of the first part, and COMMONWEALTH REALTY IMPROVEMENT CORPORATION, a corporation of the State of New Jersey,

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 & 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,

enfeoffed, released, conveyed and confirmed, and by these presents granted, bargained, sold, aliened, enfeoff, release, convey and confirm, unto the said party of the second part, its successors and assigns:

ALL of the following tract or parcel of land, situate, lying and being in the Township of Manchester, County of Ocean, State of New Jersey.

BEGINNING in the North line of Madison Avenue, two hundred and twenty-five feet Easterly from the Northeast corner of Madison Avenue and Hannibal Street, thence

(1) Easterly along North line of Madison Avenue one hundred feet, thence

(2) At right angles to Madison Avenue, Northerly one hundred and fifty-six $8/10$ feet to Toms River, thence

(3) Westerly along the Southerly edge of said River one hundred and eight feet to a stake in line with the Wing of the Dam and twenty-eight $53/100$ feet Easterly from end of said Wing, thence

(4) Southerly at right angles with Madison Avenue, 194 $7/10$ feet to the beginning, including all land South of Toms

River in lots Fourteen, Fifteen, Sixteen, Seventeen, (14, 15, 16, 17) also lots Thirty-four, Thirty-five, Thirty-six, Thirty-seven (34, 35, 36, 37) all in Block two hundred and sixty-one (261) Sub-division "H" and containing 17,575 square feet more or less as laid down on a certain map entitled Pine Lake Park Estates, and filed in the office of the Clerk of the County of Ocean, at Toms River, New Jersey.

BEING the same premises that Beatrice Lipsett et vir et als, by deed dated March 1, 1958 and recorded March 18, 1958 in the Ocean County Clerk's Office in Book 1881 page 385, granted and conveyed unto the grantor herein.

Subject to restrictions of record.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise 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, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

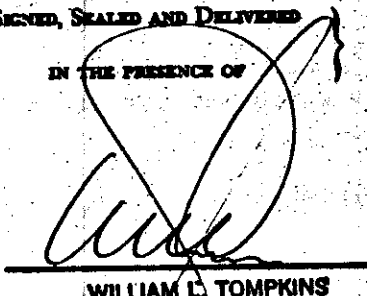
To Have and to Hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

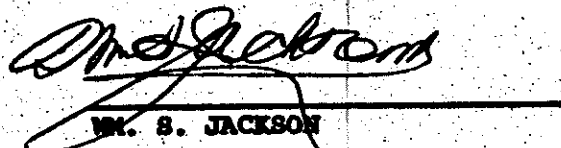
In Witness Whereof, the said party of the first part he hereunto set his hands and seal

the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF


WILLIAM L. TOMPKINS


WM. S. JACKSON

Consideration less than \$100.00.
No revenue stamps required.

STATE OF NEW JERSEY
COUNTY OF OCEAN

BOOK 2005 PAGE 407

Be it Remembered, that on this 31st day of August before me the subscriber, personally appeared WILLIAM S. JACKSON, widower,

who I am satisfied is the grantor mentioned in the above deed or conveyance and acknowledged that he signed, sealed and delivered the same as his act and deed, ~~for the uses and purpose therein expressed.~~

WILLIAM L. TOMPKINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 1960

Deed
WILLIAM S. JACKSON, widower
-to the State of New Jersey
COMMONWEALTH REALTY IMPROVEMENT CORPORATION, a New Jersey corporation.

Dated... August... 31... 1959
Received in the...
office of the County of...
on... day of...
A. B. ... at... o'clock in
the... noon, and recorded in
Book... of DEEDS for
said County of Ocean.

Abstracted
Indexed
Micro-filmed
Photostated

who being by me duly sworn, on his oath says, that he is the
personally appeared
in the year of our Lord one thousand nine hundred and
Be it Remembered, that on the... day of
COUNTY OF
STATE OF

before me,

This Indenture,

Made the 18th day of August 19 59

BETWEEN

AMERICAN LAND INVESTMENT CORPORATION,

a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, having its principal office in the City of Plainfield, County of Union and State of New Jersey, SELLER;

AND PETER A. HEIMBECK and ANNA MARIE HEIMBECK, his wife,
 of the City of Paterson in the County of
Passaic and State of New Jersey PURCHASER;

WITNESSETH that the said SELLER, for and in consideration of ONE (\$1.00) DOLLAR lawful money of the United States of America, and other good and valuable consideration, to it in hand well and truly paid by the said PURCHASER, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the SELLER being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, convey and confirm unto the said PURCHASER and to heirs, executors, administrators, successors and assigns, forever.

ALL that 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 the State of New Jersey.

Being known as Lot/s 17 in Block 210 D 13

on a certain map entitled "Baywood" Section 4-A, surveyed by H. Thomas Carr
 Clerk's
 and filed in the office of Ocean County on May 11, 1959 as

Map No. C 432

It is understood and agreed that the premises herein described are subject to the following provisions and restrictions and conveyance shall be made subject thereto:

(a) The lot herein sold shall be considered residential. No building and/or bulkheading shall be erected, altered, placed or permitted to remain on said lot other than one detached one single family dwelling not to exceed one and one-half stories and a private garage for not more than two cars, nor until a copy of the proper architectural plans, specifications and location plan have been approved in writing and a copy filed with the Seller herein or its successors. The Seller herein reserves the right to itself and its successors that its officers shall have the right to inspect any such building or structure during the course of construction to see that the work conforms to the plans and specifications. In the event of any violation of these restrictions by nonconformance with plans and specifications approved as aforesaid, the Seller herein and its successors shall have the right to apply to the Superior Court of New Jersey for an appropriate injunction.

(b) No dwelling shall be permitted on the lot herein sold, the ground floor area of the main structure, exclusive of one-story open porches and garages, of which shall be less than 900 square feet.

(c) No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback lines of the Township of Brick.

(d) Not more than one dwelling house and one private garage shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than five thousand (5,000) square feet.

(e) No business of any nature whatsoever shall be carried on upon this lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. There shall not be kept upon said premises any goats, chickens, dog kennels, livestock of any kind.

(f) No trailer shall be allowed on any lot, and no basement, tent, garage, or other outbuilding erected on any lot shall be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted. No outside toilets will be permitted. Dwelling house shall have proper sanitary facilities connected to septic tank and disposal field of proper design. Any dwelling commenced shall be completed with a Certificate of Occupancy granted within six (6) months from construction of foundation, and building materials shall not be allowed to litter any lot after completion of building.

(g) 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 upon or in 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.

(h) The use of any type or kind of sign whatsoever on any part of the property is not permitted without the written approval of the Seller herein. If a sign is placed on any lot the Seller has the right to remove such sign or advertisement without incurring any liability for damages or trespass.

(i) The Purchaser, his heirs and assigns, will not erect or permit the erection of any fence on said premises higher than four feet.

(j) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority and the Seller herein.

(k) No individual sewage-disposal system shall be permitted on any lot unless system is designed, located and constructed in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority and from the Seller herein.

(l) Clothes dryers of any type shall not be erected nor maintained, except in rear of house, and not more than twenty (20) feet in length and not more than twenty (20) feet from the house.

(m) No trees or shrubbery native to the property and existing on this lot at time of sale are to be cut down or destroyed without the approval in writing of the Seller herein, or such person or group of persons as may be designated to be a Land-escape and Shade Tree Commissioner or Commission. In any event, no holly or laurel shall be cut and destroyed except that which is absolutely necessary to be removed for the purpose of erecting a dwelling as approved by the Seller herein, its suc-cessors and assigns.

(n) No lot once set apart as such shall ever be subdivided except that it can be subdivided into two lots each equal to the minimum allowable lot size imposed in these restrictions, and provided a dwelling remaining on one of the lots so subdivided shall not violate any of the restrictions herein contained affecting the payment of a dwelling on a lot.

(o) The Seller herein reserves the right to amend, alter or change any of the above restrictions if in its discretion it deems such change, amendment, or alteration advisable after having considered the welfare of the neighboring inhabitants.

(p) No lot shall be used or maintained as 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.

(q) The purchaser covenants and agrees as part of the consideration that for a period of ten (10) years from the within date, the Purchaser will not sell, convey, or execute a deed of grant to said property before offering same first to the Seller herein upon the best price and terms offered. Upon notice by the purchaser, certified mail, that he desires to sell said property, with the best price and terms offered, the Seller shall have thirty (30) days within which to purchase said property under the same terms and conditions. After thirty (30) day period, should the Seller fail to exercise this right of first refusal, then the Purchaser shall be free to sell and convey said property.

(r) 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 ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(s) In the event any of the restrictions set forth are ever held to be unconstitutional by a decree of any court or act of the legislature, such decree or act shall in no way effect the remaining restrictions herein set forth and they shall remain in force and effect.

The foregoing shall apply to and be made a part hereof and bind the parties hereto, their heirs, executors, adminis-trators, successors and assigns.

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 purchaser, heirs and assigns, to the only proper use, benefit and behoof of the said purchaser, heirs and assigns forever;

IN WITNESS WHEREOF, the said Seller has caused these presents to be signed by its President and its corporate seal to be affixed and attested by its Secretary the day and year first above written.

AMERICAN LAND INVESTMENT CORPORATION

Attest David H. Rothberg
David H. Rothberg Secretary

by Thomas H. White
Thomas H. White President

STATE OF NEW JERSEY,
COUNTY OF Union ss:

We it Remembered that on this 18th day of August in the year of our Lord One Thousand Nine Hundred and fifty-nine, before me,

the subscriber, A Notary Public of the State of New Jersey

personally appeared David H. Rothberg who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary

of the AMERICAN LAND INVESTMENT CORPORATION the party mentioned in the within Instrument,

that Thomas H. White is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, at Plainfield, N.J.

David H. Rothberg
David H. Rothberg

NOTARY PUBLIC
J. ROSS
JUL 29 1959

Photostated
Micro-filmed
Indexed
Abstracted

Henry J. Warren, Esq.,
126 Market Street,
Paterson, New Jersey

RECEIVED in the Office of the County of _____, N.J., at _____, this _____ day of _____, 1959, and recorded in Book _____ of DEEDS for said County, on page _____

Dated August 18, 1959

PETER A. HEDBECK and ANNA MARIE HEDBECK, his wife.

AMERICAN LAND INVESTMENT CORPORATION

RECORDED
OCEAN COUNTY CLERK'S OFFICE

AUG 31 AM 9 13

BOOK PAGE 2005 109
CLERK

Edward K. Baroz

This Indenture, ^{Page 2208} ^{Page 272} made the 3rd day of March

in the year One Thousand Nine Hundred and Sixty-two

Between GEORGE F. MOERSCH and EFFIE L. MOERSCH, his wife,
residing at Oak Avenue, Lakewood Gardens,

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 GEORGE F. MOERSCH and EFFIE L. MOERSCH, his wife,
residing at Oak Avenue, Lakewood Gardens,

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 (\$1.00) DOLLAR
and other good and valuable considerations - - - - -

lawful money of the United States of America, to them 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 therewith 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 that
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, and known and
designated as Lots Nos. 25, 26, 27, 28, in Block No. 6, in subdivision
B, as laid down on a certain map entitled Lakewood Gardens, and filed
in the Office of the Clerk of the County of Ocean, at Toms River,
New Jersey.

Being the same premises conveyed to George F. Moersch, single, by
Florence A. Moersch, single, by deed dated January 7, 1941 and recorded
in the Ocean County Clerk's Office January 11, 1941 in Book 1089 of
Deeds at Page 185.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS OF RECORD.
ALL OF THE FOLLOWING TRACT OR PARCEL OF LAND being in the Township
of Brick, in the County of Ocean and State of New Jersey, and known
and designated as Lots Nos. 5, 6, 7, 8, 21, 22, 23, 24, in Block No. 6
in subdivision B, as laid down on a certain map entitled Lakewood
Gardens, and filed in the office of the Clerk of the County of Ocean,
at Toms River, New Jersey.

Being the same premises conveyed to George F. Moersch, single, by
Katherine Moersch, widow, by deed dated September 21, 1940 and recorded
in the Ocean County Clerk's Office September 25, 1940 in Book 1081,
of Deeds, at Page 475.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD.
ALL OF THE FOLLOWING TRACT OR PARCEL OF LAND, being in the Township
of Brick, in the County of Ocean and State of New Jersey, and known
and designated as Lots Nos. 13, 14, 15, 16, in Block No. 6, in sub-
division B, as laid down on a certain map entitled Lakewood Gardens,
and filed in the office of the Clerk of the County of Ocean, at
Toms River, New Jersey.

Being the same premises conveyed to George F. Moersch, single by
Otto Reiman and Augusta Reiman, his wife, by deed dated September 21,
1940, and recorded in the Ocean County Clerk's Office September 25, 1940
in Book 1081 of Deeds at Page 473.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD.
ALL OF THE FOLLOWING TRACT OR PARCEL OF LAND, being in the Township
of Brick, County of Ocean and State of New Jersey, and known and
designated as Lots No. 1, 2, 3, 4, 9, 11, 12 in Block No. 6, in
subdivision B as laid down on a certain map entitled Lakewood Gardens,
and filed in the Office of the Clerk of the County of Ocean, at
Toms River, New Jersey.

Being the same premises conveyed to George F. Moersch, by William
Rubel, successor trustee to Thomas F. Martin by deed dated

January 18, 1927 and recorded in the Ocean County Clerk's Office
March 9, 1927 in Book 733 of Deeds at Page 231.
SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

THIS CONVEYANCE IS BEING MADE TO CREATE A TENANCY BY THE ENTIRETY.

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 grantees, their heirs and assigns, to the only proper use, benefit and behoof of the said grantees, their heirs and assigns forever.

And the said grantors GEORGE F. MOERSCH AND EFFIE L. MOERSCH, his wife,

for their heirs, executors, administrators, successors and assigns, do covenant, promise and agree to and with the said grantees, their heirs and assigns, that they have 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 and I the day and year first above written.

hereto set their hands and

Signed, Sealed and Delivered }
in the presence of

George F. Moersch
GEORGE F. MOERSCH

Effie L. Moersch
EFFIE L. MOERSCH

Martin B. Anton
MARTIN B. ANTON,
Attorney at Law,
State of New Jersey.



State of New Jersey }
County of Ocean ss:

Be it Remembered, that on this 3rd day of March,
in the year of our Lord One Thousand Nine Hundred and sixty-two
the subscriber, an Attorney at Law
personally appeared GEORGE F. MOERSCH and EFFIE L. MOERSCH
before me,

and I am satisfied, are the parties 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.

Martin B. Anton
MARTIN B. ANTON,
Attorney at Law,
State of New Jersey.

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Read

GEORGE F. MOERSCH and
EFFIE MOERSCH, his wife

TO
GEORGE F. MOERSCH and
EFFIE MOERSCH, his wife

Dated:

3/3/1962

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1962 MAR 14 AM 10 52

BOOK 2206 PAGE 274
OF Effie Moersch CLERK
Edward K. Ewing

MARTIN B. ANTON

Counselor at Law
Room 80 at Tenthon Circle
New York, N.Y.

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