

264

BK 801

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 :
R. F. Rutter, Oscar Parker, (LS)
N. P. Hannah Parker, (LS)

STATE OF NEW JERSEY, :
COUNTY OF OCEAN, : SS
BE IT KNOWN, That on the Twenty eighth day of September, in the year of our Lord one thousand nine hundred and Twenty eight, before the subscriber a Notary Public of the State of New Jersey, personally appeared Oscar Parker, and Hannie A. Parker, who, are, I am satisfied, the grantors mentioned in the foregoing DEED OF CONVEYANCE, and the contents thereof, being by me first made known unto them they did thereupon acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Robt. F. Rutter,
Notary Public.

Received and Recorded October 2nd., 1928. 10.00 A. M.
\$2.50 JOHN A. ERNST, Clerk.

copy

Mercantile Land Company, Inc., :
TO :
Rose Freed, :
ty-eight.

THIS INDENTURE, Made the 12th., day of September in the year of our Lord One Thousand, Nine Hundred and Twen-

BETWEEN Mercantile Land Company, Inc. a corporation of the State of New Jersey, having its business office in the City of Newark, in the County of Essex, in said State of New Jersey, party of the First Part;

AND Rose Freed, of the Town of Union, in the County of Union, 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 DOLLAR, and other good and valuable consideration, lawful money of the United States of America, to the Corporation afo-

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by Cornelius J.
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1149, November 1

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well and truly paid by the said party of the Second Part, at or before the seal-
ing 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, en-
feoffed, conveyed and confirmed, and by these presents does give, grant, barg-
ain, sell, alien, remise, release, enfeoff, convey and confirm to the said party
of the Second Part, and to her heirs and assigns, forever,

ALL tract or parcel of land and premises, here-
inafter particularly described, situate, lying and being in the Township of Brick
in the County of Ocean and State of New Jersey.

SECTION E-4- as shown on the Mercantile Land
Company's maps - situated in the Township of Brick, Ocean County, N. J. and known
as CLASS -5- of Lakewood Hotel and Land Association's lands and being a tract of
land returned to William Griffith, May 19, 1810 as recorded in the Surveyor Gen-
eral's Office at Perth Amboy in Book S 16, Page 170, and being described as sur-
veyed by Francis Brinley, Surveyor, General of the Eastern Division of the State
of New Jersey in 1855, and as described by Herbert Burdge, Surveyor, as follows,
all bearings being magnetic of the year 1926 on both sides of the Plank Road and
South of Cedar Bridge Branch, One half mile above the Village of Cedar Bridge.

BEGINNING of a stake and stone in an old pine
stump on the southerly side of Cedar Bridge Branch and the Westerly side of a
mouth of a small branch, being the first branch above Cedar Bridge Village; thence
South 81° 00' west-1650 feet, thence South 54° 00' east-3960.437^{feet} and thence North
31° 20' west 3027.553 feet to place of beginning.

Subject to the right of the traveling public
thru and over the aforesaid Cedar Bridge Plank Road, Fish Road and the Road to
Toms River.

All calculations within said bounds computed
by Cornelius J. L. Lynch, Civil Engineer, 39 Cortland Street, New York, N. Y.
and verified by F. E. Maine, Draftman, 132 Nassau Street, New York, N. Y. No.
1149, November 1st, 1926.

PARCEL -12-

BEGINNING at a point in the N. E. line of
Sec. E-4 and on the N. E. side of Cedar Bridge Plank Road N. 31-20 W 620.269'
from the South corner of Sec. E-4 (place of beginning), thence continuing
along the N. E. line N 31-20 W 613.117' to the South side of Road to Toms River
thence S 42-15 W 105.984' along said road to the S. E. Cor. of Road to Toms
River, and Cedar Bridge Plank Road, thence S 41-12 E 590.134' along the N. E.
side of Cedar Bridge Plank Road to the place of beginning.

TOGETHER with all and singular the tenements
hereditaments and appurtenances thereunto 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, in-
terest, 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.

266

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 her own proper use, benefit and behoof forever.

first above writ
SIGNED, SEALED AT
IN THE PRESENCE (Daniel

AND the said Mercantile Land Company, Inc., for itself, its successors or assigns does covenant, grant and agree, to and with the said party of the Second Part, her heirs and assigns, that the said Mercantile Land Company, Inc., 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, her 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 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 soever.

AND ALSO, that the said party of the First Part, and its successors 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 party of the Second part, her 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, her heirs and assigns forever, as by the said party of the Second Part, ^{her} her heirs or assigns, or counsel learned in the law, shall be reasonably advised or required.

AND the said Mercantile Land Company, Inc. its successors 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, her heirs and assigns, against the said party of the First Part, and its successors or assigns, 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.

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

STATE OF NEW JERSEY
COUNTY OF HUDSON

Thousand Nine Hundred
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COMPANY, INC., to
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SIGNED, SEALED AND DELIVERED :

IN THE PRESENCE OF :

Daniel F. Voorhees,
Secretary.

MERCANTILE LAND COMPANY, INC.

George H. Glass,

Pres.

Daniel F. Voorhees,

Secretary.

()
(L. S.)
()

STATE OF NEW JERSEY,
COUNTY OF HUDSON,

:
SS
:

BE IT REMEMBERED, That on this
12th., day of September, in
the year of our Lord One

Thousand Nine Hundred and Twenty Eight, personally appeared DANIEL F. VOORHEES,
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 MERCANTILE LAND
COMPANY, INC., 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 GEORGE H. GLASS
who was at the date and execution thereof, the President of said Corporation, in
the presence of said Deponent, as the voluntary act and deed of the said Corporat-
ion and that the said Deponent thereupon signed the same as subscribing witness.

SWORN TO AND SUBSCRIBED BEFORE ME :

AT 897 BERGEN AVENUE, JERSEY CITY, :

Daniel F. Voorhees,

N. J. THE DAY AND YEAR LAST ABOVE :

Secretary.

WRITTEN.

() Warren E. Fairbanks,

(L. S.) NOTARY PUBLIC OF N. J.

() My Commission Expires June 28th., 1932.

Received and Recorded October 2nd., 1928.

10.00 A. M.

\$2.50

JOHN A. ERNST, Clerk.

compd

Delia J. Meginnis,

TO

Charles Rogers,

:
:
:

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

twenty eight.

BK 940

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.

AND the said party of the first part does for itself and its successors covenant and grant to and with the said party of the second part, their 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 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 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, 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 encumbrance whatsoever.

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

	(	)	BARNEGAT PINES REALTY CO. INC.
Geo. E. Kraft	(U.S. STAMP)	(L.S.)	Thomas T. Graham
	\$1.00		
Secretary	(CANCELLED)	()	President

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS

BE IT REMEMBERED, that on
this 1st day of February
in the year of our Lord

one thousand nine hundred and thirty-three, before me, the subscriber, a Notary Public of New Jersey, personally appeared Geo. E. Kraft, Secretary of the Barnegat Pines Realty Co. Inc., a corporation, who being by me duly sworn, doth depose

at he well knows the corporate seal of the corporation, the grantor mentioned in the within is the proper corporate seal of the said thereto and the said deed signed and delivered date and execution thereof, the President he said deponent, as the voluntary act and

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ed as follows:

self, its successors,
second part, his heirs
that said party
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with the appurtenances
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not encumbered
soever, by which
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has good right,
vey the said land
of the first part
unto the said party
and their heirs
and every person
all manner of encumbrance

part has hereunto
written.

SIGNED, SEALED AND
in the presence of:

Attest:

STATE OF NEW JERSEY
COUNTY OF HUDSON

and thirty-two before me,
Rubel, who I am satisfied
Deed, to whom I find
that he signed, seen
the purposes thereof

Received and Recorded
\$2.50

U. S. 11/4

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 covenanted 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 ~~1933~~ above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

William Rubel

W. A. Schmitt

As Trustee.

Attest:

(U. S. Stamp)

(50 cts)

(W. A. S. 10-26-32)

STATE OF NEW JERSEY :
COUNTY OF HUDSON :SS.

BE IT REMEMBERED, that on this twenty-sixth day of October in the year of our Lord one thousand nine hundred

and thirty-two before me, a Notary Public of New Jersey personally appeared William Rubel, who I am satisfied is the person and 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. S.)

L. J. Whitford
Notary Public of New Jersey
My Commission Expires April 28th, 1937.

Received and Recorded May 8, 1933.
\$2.50

1.33 P. M.
John A. Ernst, Clerk.

116 ? BX 940
William Rubel, Trustee)
To
Rose Verrando)

THIS INDENTURE, Made the
twenty-sixth day of October
in the year of our Lord one
thousand nine hundred and
thirty-two

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 Miss Rose Verrando of 927 DeMott Street,
North Bergen, County of Hudson, 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 de-
livery 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 her
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. 8-9-10-11-12-13

BLOCK NO. 23

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 any wise 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, her 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, her 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 her herself, heirs and assigns, by acceptance of this

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one (31) and thirty-two (32) Block No. Two hundred and fourteen (214) on a certain map entitled "Map No. 13 of property belonging to Barnegat Pines Realty Co. Inc., situated in the Township of Lacey, Ocean County, New Jersey," which said map is filed in the office of the Clerk of Ocean County.

The above premises are conveyed expressly subject to the following covenants and restrictions:

(A) That no part of the said premises shall be sold or conveyed to any person or persons except those of the white race.

(B) That there shall not be erected upon any portion of the said premises any building or buildings except a detached dwelling, and the necessary outbuildings, for the use and occupancy of not more than two families, it being expressly understood and agreed however, that lots facing on Lacey Road only may be used for business purposes, that any dwelling erected on any corner lots shall cost not less than \$2000.00, and any dwelling erected on any other lot shall cost not less than \$1500.00; that no building of any description shall be erected at any time on a lot or lots less than forty feet front; that there shall not be erected upon any portion of the said premises any building with any part of the foundation within twenty-five feet of the front line of the street, avenue or boulevard, upon which the said premises face, or within fifteen feet of the side street where the premises are on a corner; that no building or buildings shall be erected on any part of the said premises unless plans for the said building or buildings are submitted to the party of the first part, and its written approval secured; that there shall not be installed in any part of the said premises, or in any building or buildings erected thereon, any plumbing or sewer disposal systems except such as shall conform with all rules and regulations of the local Board of Health, and shall be approved by the party of the first part, in writing, prior to the installation thereof, that there shall not be manufactured on any portion of the premises hereby conveyed, excepting on lots facing on Lacey Road, any goods or merchandise of any kind, or description, that all buildings erected on said premises shall be artistic in design and substantial in construction, the object of these restrictions and covenants being to secure uniformity of improvements and the health, beauty and value of the locality.

(C) The right to lay and operate telephone, telegraph sewer, trolley, electric and gas systems and other similar improvements on the boulevards, streets, roads and avenues on which the said premises face, and adjacent thereto, is hereby reserved by and to the party of the first part, and its successors and assigns, it being understood and agreed that there shall be no assessment on the above described premises for any improvements now in process, or hereafter to be undertaken by the party of the first part, its successors and assigns.

(D) The covenants herein contained are to be construed as covenants running with the land.

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, and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof.

BK 1051

not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this Fifth day of May, in the year of our Lord one thousand nine hundred thirty-nine (1939)

() JOHN M. SCOTT, Prothonotary
(L. S.) BY John J. Hoerr,
() Second Deputy Prothonotary
() Durante Absentia, Secundum Legem.

Received and Recorded May 8, 1939.
\$3.00

2.13 P. M.
JOHN A. ERNST, Clerk.

Alan Kiscock & wife
TO
William H. Sutphen

THIS INDENTURE, Made the
twenty-fifth day of April in
the year of our Lord one
thousand nine hundred and
thirty nine

BETWEEN ALAN KISSOCK and ETHEL B. KISSOCK, his
wife, of the Township of Brick, in the County of Ocean and State of New Jersey,
of the First Part;

AND WILLIAM H. SUTPHEN, of the Borough of Bay
Head 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 other valuable consideration, lawful money of the United States of America, to them in hand paid by, the
said party of the Second Part, at or before the ensealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained,
sold, aliened, remised, released, conveyed and confirmed, and by these presents
do grant, bargain, sell, alien, remise, release, convey and confirm unto the
said Party of the Second Part, and to his 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, lying on
the westerly side of the County road leading from Laurelton to Toms River,

BEGINNING at a point which is distant seven
hundred thirty-five feet on a course of North fifty-two degrees forty-five minutes west as the magnetic needle pointed in 1855 from a stone and stake standing in the Beginning corner of a tract of fifty acres conveyed to Alan Kiscock and Ethel B. Kiscock by Kathryn Kelly and husband by deed dated March 28, 1938 and running thence (1) north ten degrees thirty-five minutes west, two hundred sixty-nine and eighty-four hundredths feet, thence (2) south fifty-two degrees forty-five minutes east two hundred twenty-five feet more or less to the center line of the road from Laurelton to Toms River as it now exists, thence (3) south ten degrees thirty-five minutes east along said center line two

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hundred sixty-nine and eighty-four hundredths feet to the first course of the above mentioned fifty acre tract, thence (4) north fifty-two degrees forty-five minutes west along said first course two hundred twenty-five feet more or less to the place of Beginning.

CONTAINING one and three hundredths acres more or less.

BEING a part of the same premises conveyed to Alan Kissock and Ethel B. Kissock his wife by deed from Kathryn Kelly and husband recorded in the Ocean County Clerk's Office in Book 1030 of deeds page 234 &c.

TOGETHER with all and singular, the tenements, hereditaments, and appurtenances thereunto 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, forever, to the only proper use, benefit and behoof of 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 :

Stephen H. McDermott
STEPHEN H. MCDERMOTT

Alan Kissock
ALAN KISSOCK

(LS)

Ethel B. Kissock
ETHEL B. KISSOCK

(LS)

STATE OF NEW JERSEY :

COUNTY OF OCEAN :SS

BE IT REMEMBERED, That on this twenty-ninth day of April in the year of our Lord one thousand

nine hundred and thirty-nine, before me, a Notary Public of New Jersey personally appeared ALAN KISSOCK and ETHEL B. KISSOCK, 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.

Stephen H. McDermott
STEPHEN H. MC DERMOTT
Notary Public of New Jersey.

Received and Recorded May 8, 1939.

2.49 P. M.

JOHN A. ERNST, Clerk.

\$2.00