

## THIS INDENTURE

made the 16<sup>th</sup> day of November, 1949 by and between CATHERINE M. SMITH residing in the Town of Guilderland, Albany County, New York, party of the first part and CHARLES TRACEY and ISABEL TRACEY, his wife, residing in said Town of Guilderland, Albany County, New York, parties of the second part, WITNESSETH:

WHEREAS the said party of the first part is the owner of a certain lot of land designated as lot No. 5 as laid down and represented on a map of subdivision of the property in Guilderland, Albany County formerly belonging to the heirs of Christian LaGrange, deceased, which map was made by William H. Slingerland and son, surveyors, and is on file in the Albany County Clerk's Office; and the said parties of the second part are the owners of a certain lot of land designated on said map as lot No. 6, which lots are adjoining lots, the said lot No. 6 adjoining and bounding said lot No. 5 on the easterly side of said lot No. 5, and according to the description of said lots, Nos. 5 and 6 the same are of equal dimensions being 13 chains in depth and 4 chains, 2 links in width each; that the said party of the first part acquired title to lot No. 5 by warranty deed from James S. Treanor, widower, which deed was recorded in Albany County Clerk's Office September 18, 1944 in Book 963 of Deeds at page 232, the said James S. Treanor and Mary Treanor, his wife, since deceased, having acquired title to said lot No. 5 in 1912 by deed recorded August 27, 1912 in Albany County Clerk's Office in Book 603 of Deeds at page 286, and that the said party of the first part and her said grantor have been in the use and occupation of said lot No. 5 under claim of title thereto by virtue of said deed and the said parties of the second part, the owners of said lot No. 6, acquired title thereto in 1923 by warranty deed from Benjamin F. Witbeck and Caroline L. Witbeck, his wife, which deed was recorded

in Albany County Clerk's Office on December 15, 1923 in Book 739 of Deeds at page 53 and the said parties of the second part have been in the use and occupation of said lot No. 6 under claim of title thereto by virtue of the deed to them as aforesaid, and

WHEREAS none of the buildings on either lot 5 or 6 has been located near the boundary line between said lots except that a garage on lot No. 6 is claimed by the said party of the first part to project a distance of one and twenty-six hundredths (1.26) feet westerly of the easterly boundary line of lot No. 5; and it is claimed by the parties of second part that the said garage has been erected and maintained on its present location for upwards of fifteen years, and

WHEREAS it is the claim of the said parties of the second part that the westerly boundary line of Lot No. 6 was indicated by the position of certain fence posts, the remains of a fence which formerly existed before the parties hereto had acquired their respective titles, and

WHEREAS by reason of the situation above described divers claims, differences and disputes have arisen between the said party of the first part and the said parties of the second part concerning the true location and course of the boundary line between their said lots aforesaid, and

WHEREAS for the purpose of establishing and fixing the location of the boundary line between their said lands and for the further purpose of settling their said differences and disputes the said parties hereto have agreed and do hereby agree to fix, locate and settle the course of the said boundary line in accordance with a course and line fixed by Le Ray S. Rickard, civil engineer and surveyor, beginning at an iron stake driven into the ground in the northerly boundary line of lot No. 5 at a point four feet westerly from the easterly line of said lot No. 5 as claimed by the party of the first part and running from said

LIBER 1191 MAR 1892

stake southerly and parallel with the claimed easterly line of said lot No. 5 to a point marked by a concrete monument set in the ground and which point is distant 12 feet northerly from the southerly boundary line of said lot No. 5, and thence continuing southerly from said concrete monument 12 feet to the southerly line of said lot No. 5 as said course and boundary line is shown on a map made by the said Le Ray S. Rickard filed in the Office of the Clerk of the County of Albany, concurrently with the recording of this indenture.

Now therefore in consideration of the foregoing recitals and the sum of One (\$1.00) Dollar paid and exchanged by the parties hereto, and of their covenants herein expressed, it is hereby mutually covenanted and agreed that the boundary lines between their lands comprising lots Nos. 5 and 6 aforesaid be fixed and established in accordance with course and line hereinbefore described,

And the party of the first part does hereby remise, release and forever quit claim to the parties of the second part their heirs and assigns all that parcel of land lying immediately easterly of said boundary line as herein fixed and established, being a strip of land four feet wide and extending from the northerly boundary of said lot No. 5 to the southerly boundary thereof.

Together with the appurtenances, TO HAVE AND TO HOLD the parcel herein granted to the parties of the second part, their heirs and assigns forever

And the parties of the second part do hereby remise, release and forever quit claim to the party of the first part, her heirs and assigns all that parcel of land lying immediately westerly of said boundary line as herein fixed and established, being a strip of land about 3 feet more or less in width and extending from the northerly boundary line of said lot No. 5 to the southerly boundary thereof.

Together with the appurtenances, TO HAVE AND TO HOLD the parcel herein granted to the party of the first part, her heirs and assigns forever

That the party of the first part does hereby remise and release the parties of the second part, and the parties of the second part hereby remise and release the party of the first part of, and from all and all manner of action and actions, cause and causes of action, suits, debts, claims, controversies, trespasses and damages not arising under, or by virtue of this instrument.

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

The consideration hereof is nominal and less than \$100.00.

Catherine M. Smith  
Charles Tracey  
Isabel S. Tracey

STATE OF NEW YORK )  
CITY & COUNTY OF ALBANY ) ss:

On this 16<sup>th</sup> day of November, 1949 before me the subscriber personally appeared Charles Tracey and Isabel Tracey, his wife, and Catherine M. Smith to me known and known to me to be the same persons described in and who executed the foregoing instrument and they severally duly acknowledged that they executed the same.

Samuel S. Bogan  
Com'r. of Deeds, Albany, N. Y.

ALBANY N.Y.  
NOV 17 11 04 AM '49  
OFFICE OF THE CLERK ALBANY COUNTY N.Y.

State of New York } ss:  
County of Albany }  
Recorded  
On the 17 day of Nov. 1949  
11:04 am M. L.  
book ..... of  
at page ..... and examined  
..... Clerk

Donald Lynch