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THIS AGREEMENT Made the 27th day of November in the year one thousand nine hundred and seven, BETWEEN KATE A. MC KOWN and ELLA V. MC KOWN as Executrices of the Last will and Testament of William J. McKown late of Oneida County deceased, KATE A. MC KOWN, ELLA V. MC KOWN, ANNA J. BLESSING, WILLIAM J. MC KOWN and ELIZABETH W. MC KOWN his wife all of the City and County of Albany N.Y., parties of the first part and WILLIAM H. WITBECK of the Town of Guilderland, Albany County, N.Y., party of the second part WHEREAS The parties of the first part by deed dated March 28th, 1907 and recorded in Albany County Clerk's Office April 3rd, 1907, in Book 567 of Deeds at page 19, sold and conveyed to the party of the second part hereto the property known as the McKown Hotel Farm in the Town of Guilderland, Albany County, N.Y. more particularly set forth in said deed, and WHEREAS the said deed contained the following restrictive covenant: "The party of the second part hereto covenants and agrees to and with the said parties of the first part that the said party of the second part his heirs and assigns shall and will not sell or permit to be sold, upon the said premises any intoxicating liquors except upon the part of the premises now used by the said party of the second part as a hotel, or tavern, nor shall the said party of the second part his heirs or assigns use or permit any part of the said premises above described other than the portion now used for the purpose of maintaining a tavern or hotel to be used for the purpose of a hotel, tavern, inn, cafe, or for any business or manufacturing purpose whatsoever under penalty of forfeiture of the estate hereby conveyed it being understood and agreed between the parties hereto that this covenant shall run with the land hereby conveyed" and WHEREAS William H. Witbeck and Selenia Witbeck heretofore executed and delivered their certain bond secured by a certain mortgage for the sum of Nine thousand dollars (\$5000) to the said Kate A. McKown, Ella V. McKown, Anna J. Blessing and William J. McKown upon the said above mentioned property dated April 2nd, 1907, and recorded in Albany County Clerk's Office April 5th 1907, in Book 493 of Mortgages at page 373 which mortgage still remains undischarged and WHEREAS the party of the second part is desirous upon the payment of the said bond and mortgage in full of procuring the release of himself on the property hereinbefore referred to from the provisions of the said restrictive covenant in the said deed contained:

NOW THEREFORE, THIS AGREEMENT WITNESSETH That the parties of the first part in consideration of the premises and of the sum of One Dollar to them in hand paid, the receipt whereof is hereby acknowledged do hereby covenant and agree upon the payment of the principal sum specified in the said bond and mortgage and all interest, taxes, and sums payable upon the bond and mortgage to release, exonerate and forever discharge the said party of the second part his heirs, executors and assigns and every of them and also the said hereinbefore described premises from the terms and conditions of the said restrictive covenant in the said deed contained.

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

Kate A. McKown, L. S.
and Ella V. McKown, L. S.
Executrices of Will of William J. McKown, dec'd.
Kate A. McKown, L. S.
Ella V. McKown, L. S.
Anna J. Blessing, L. S.
Wm. J. McKown, L. S.

Elizabeth W. McKown, L. S.

State of New York ;
County of Albany ; ss

On this 4th day of November, in the year one thousand nine hundred and seven, before me, personally appeared Kate A. McKown, Ella V. McKown, Anna J. Blessing, William J. McKown and Elizabeth W. McKown to me known and known to me to be the persons described in and who executed the foregoing instrument and they severally duly acknowledged to me that they executed the same for the uses and purposes therein stated.

E. C. Doyle,
Notary Public.

Rec. Apr. 2, 1908
1:05 P.M.

John Francis Clark

THIS INDENTURE, Made this first day of April in the year of our Lord one thousand nine hundred and eight BETWEEN ADA FREDERICK of the Town of Guilderland, Albany County New York, party of the first part, and SEBASTIAN HALSDORFF and HATTIE, his wife, as husband and wife of the same place parties of the second part WITNESSETH That the said party of the first part in consideration of the sum of Thirty-two hundred Dollars lawful money of the United States to her duly paid has sold and BY THESE PRESENTS, does hereby grant and convey to the said parties of the second part their heirs and assigns.

ALL that certain farm, piece or parcel of land situate, being and lying in the Town of Guilderland in the County of Albany and State of New York, and is bounded and described as follows, viz:—Beginning at a stake and heap of stones the southwest corner of formerly Henry Ostrander and runs thence along his line north eighty-seven degrees east twenty-seven chains and fifty links; thence north ten degrees west two chains and eighty links; thence north eighty-seven degrees, east seven chains and twenty links; thence south ten degrees east two chains and eighty links thence north eighty-seven degrees east sixteen chains and thirty links; thence south sixteen chains and thirty-nine links; thence south forty-one degrees east five chains and sixty-two links; thence south three degrees west one chain and ----- thirty links, thence north eighty degrees west sixteen chains and eighteen links; thence south eighty six degrees and forty-five minutes west seventeen chains; thence north fifty degrees west twenty-six chains and eighty-five links to the place of beginning containing eighty acres and eight tenths of an acre of land.

Intending herein and hereby to describe and convey the same premises conveyed to said Ada Frederick widow Maggie Frederick and Lona Frederick Crouse, two of the children of Stephen V. Frederick, late of the town of Guilderland, Albany County, N. Y., deceased by deed dated February 13th 1907, and recorded in Albany County Clerk's office March 8th 1907, in Book No. 567 at page 1.

WITH THE APPURTENANCES and all the estate title and interest therein of the said party of the first part And the said Ada Frederick does hereby covenant and agree to and with the said party of the second part their heirs and assigns, that the premises thus conveyed in the QUIET AND PEACEABLE POSSESSION of the said parties of the second part their heirs and assigns, she will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof.