

(101.61) feet; southerly by lot NO. One hundred three (103) on said plan, fifty three and 83/100 (53.83) feet; northerly by Hillcrest Avenue, Eighty-seven and 84/100 (87.94) feet. Being a part of the same premises conveyed to Edward C. Crowder and Anna M. Crowder, his wife, parties of the first part by the National Commercial Bank & Trust Company of Albany, as Trustees by deed recorded in Book 774 of Deeds at page 176, and said lot being known as Lot NO. A on a subdivision map made by W. J. Weigman, C.E., November 5, 1926 and filed in the Albany County Clerk's office. This conveyance is made subject to a mortgage held by the National Savings Bank of the City of Albany, said mortgage so given to secure the sum of Twelve thousand (\$12,000) Dollars, upon which there is due the sum of Eleven thousand five hundred (\$11,500) Dollars, and interest from the date hereof and also subject to a second mortgage held by Alexander Lerner to secure the sum of Five thousand (\$5,000) Dollars, upon which there is due Four thousand six hundred (\$4,600) Dollars, with interest from the date hereof, both of which said mortgages the party of the second part hereby assumes and agrees to pay as part of the purchase price hereof.

This conveyance is also made subject to an easement of a strip four (4) feet in width running along the entire southerly boundary of the premises hereby conveyed which together with a strip of Four (4) feet contiguous thereto being the northerly part of premises conveyed by the parties of the first part to Frank J. Minnegan and Rena M. Minnegan, his wife, by warranty deed, dated December 18th, 1928 and recorded in the Albany County Clerk's office on December 21, 1928 in Book 774 of Deeds at page 292 to be used for the purpose of a common driveway. Conveyance also made subject to existing leases. Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

To have and to hold the premises herein granted unto the part of the second part, his heirs and assigns forever.

And said Edward C. Crowder and Anna M. Crowder, his wife, covenant as follows.

First. That the party of the second part shall quietly enjoy the said premises.

Second. That said Edward C. Crowder and Anna M. Crowder, his wife, will forever warrant the title to said premises.

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

In Presence of
Josephine C. May

Edward C. Crowder L.S.
Anna M. Crowder L.S.

State of New York County of Albany City of Albany ss.
On this Fifteenth day of April Nineteen hundred and twenty-seven before me, the subscriber personally appeared Edward C. Crowder, and Anna M. Crowder, to me personally known and known to me to be the same persons described in and who executed the within instrument, and they severally acknowledged to me that they executed the same.

Josephine C. May,
Notary Public, Albany Co., N.Y.

Rec. Apr. 19, 10:54 A.M. 1927.

Clerk.

THIS INDENTURE Made the Twentieth day of April, - in the year Nineteen Hundred and Twenty-seven, BETWEEN ALEXANDER MCKOWN, residing in the City of Albany, County of Albany and State of New York; EVA P. MCKOWN and ANNA MCKOWN, both residing in the Town of Guilderland, County of Albany, and State of New York; and JESSIE MCKOWN, residing at 153 West 122nd Street, New York City, being all of the heirs at law or devisees of William McKown, late of the Town of Guilderland, Albany County, New York, deceased, and VIOLA S. MCKOWN, wife of said Alexander McKown, of City and County of Albany, and State of New York; the aforesaid Alexander McKown and Eva P. McKown conveying both individually and as administrators with and annexed of the goods, chattels and credits of said William McKown, deceased parties of the first part, and HERBERT W. BEST, residing in the Village of Middlebury, County of Saratoga, and State of New York, party of the second part.

WITNESSETH that the said parties of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, do

hereby grant and release unto the said party of the second part, his heirs and assigns forever, All that tract or parcel of land situate in the Town of Sullerland, Albany County, New York, bounded and described as follows: Beginning at a point in the southerly boundary of the Western Turnpike at the northeast corner of premises conveyed by William McKown to Anne McKown and Eva Floy McKown by deed dated February 26, 1931, and recorded November 11, 1934, in Albany County Clerk's Office in Book 739 of Deeds, page 212, and running from said point of beginning easterly along said Turnpike (now said to belong to United Traction Company) to the lands of Margaret Rice a distance of about five hundred seventy - one and ninety - eight hundredths (571.98) feet; thence southerly and along the lands of said Margaret Rice and John H. Bloomfield to the north line of the Ross Farm (said Ross Farm now being under contract of sale to one Knowles, and the north line of same being coincident with the Beatty (Betty) Line) a distance of about six hundred ninety and sixty - three hundredths (699.63) feet; thence westerly along the said Beatty line and the said north line of the said Ross Farm or property of said Knowles to Sullerland Town Road Number forty - two (42) a distance of about seven hundred seventy - six and eight hundredths (776.08) feet; thence northerly along the easterly line of the said town road to the point of intersection of the said easterly line of said Town Road by the southerly line of said premises conveyed to said Anne McKown and Eva Floy McKown a distance of about one hundred sixty - two and twenty - eight hundredths (162.28) feet; thence easterly along the southerly boundary line of said premises of said Anne McKown and Eva Floy McKown to the southeast corner of same a distance of about three hundred eight and forty - seven hundredths (308.47) feet; and from said corner in a northerly direction and along the easterly boundary of said premises of Anne McKown and Eva Floy McKown to the place of beginning, a distance of about four hundred (400) feet; being a portion of the second parcel of land described in deed from John McKown and wife to James F. McKown dated April 23, 1860, and recorded in Albany County Clerk's Office January 7, 1861, in Book 163 of Deeds page 179. Parties hereto covenant and agree that the following provisions shall be binding upon the grantee, his heirs and assigns, and shall be construed as covenants running with the land,

- (A) NO dwelling house or building shall be erected on said premises nearer than forty (40) feet to the southern boundary line of said Western Turnpike.
- (B) No building other than a one-family dwelling house shall be erected on said premises except that a private two - car garage may be erected in connection with any dwelling.
- (C) Said premises shall be used for residential purposes only. (D) NO dwelling house shall be erected on any portion of said premises within one hundred fifty (150) feet of the northern boundary line of same (i.e. the Western Turnpike) unless the same shall cost at least Eleven Thousand Dollars (\$ 11,000.00) at the present cost of labor and materials, except that if the said dwelling house shall be built personally by the party of the second part the same shall cost not less than Ten Thousand Dollars (\$ 10,000.00); said cost to include in all cases both dwelling house and garage. (E) NO dwelling house shall be erected on any portion of said premises which is more than one hundred fifty (150) feet from the southern boundary of said Turnpike and less than three hundred (300) feet therefrom unless the same shall cost at least Eight Thousand Five Hundred Dollars (\$ 8,500.00) at the present cost of labor and materials. Said cost to include both dwelling house and garage. (F) NO dwelling house shall be erected on any portion of said premises which is more than three hundred (300) feet from said southern

boundary of said Turnpike and less than four hundred fifty (450) feet therefrom unless the same shall cost at least Seven Thousand Five Hundred Dollars (\$ 7,500.00) at the present cost of labor and materials, nor on any portion of the premises to the rear of the above at a cost of less than Seven Thousand Dollars (\$ 7,000.00); Said cost to include both dwelling house and garage. (G) In the event that Caroline M. Knowles and Margaret A. Knowles, their heirs, executors, or assigns or the owners of premises adjoining on the south the premises hereby conveyed elect to run a street north and south through the said premises hereby conveyed, party of the second part will allow the said Knowles, their executors, administrators or assigns, or any other owners of said premises adjoining on the south the premises hereby conveyed, at the latter's expense, to cut a sixty (60) foot street (this width to include space for sidewalk) through the land hereby conveyed but party of the second part shall have the right to decide where the said street which will run approximately at right angles to Western Turnpike, with which it will connect, shall be cut, said party of the second part having the right to cause said street to run so that said property shall be divided to best advantage. (H) If within four years after December 31, 1928, the consent of the town authorities of the Town of Guilford, Albany County New York, is obtained for the widening of Guilford Town Road No. 42, which said road connects the Western Turnpike with McKownsville School House Road, then party of the second part agrees to convey or execute any instruments necessary to convey to the proper authorities or persons a strip of the land hereby conveyed thirteen and one-half (13½) feet wide adjoining said Town Road and extending from the southerly boundary of the land hereby conveyed to the lands owned by Anna McKown and Eva Floy McKown, said strip of land to be used for the widening of said road. TOGETHER with all the right, title and interest, if any, of the parties of the first part in and to the portion of the highway in front, that is, on the north of said premises, being all that strip piece or parcel of land lying northerly of the premises this day conveyed by the parties of the first part hereto to the party of the second part hereto which said strip of land lies between the said land this day conveyed and the land now used as a public highway. IN the event that party of the second part hereafter acquires title to thirty-three (33) feet of the Western Turnpike in front of the premises hereby conveyed, then the restrictions herein contained with regard to the erection of dwellings within a specified number of feet of the outer boundary of said Western Turnpike shall be amended so that the distances set forth shall be measured from a line thirty-three (33) feet north of the present northern boundary of the premises hereby conveyed instead of from the southern boundary of the said Turnpike.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

TO HAVE AND TO HOLD the abovegranted premises, unto the said party of the second part, his heirs and assigns forever.

AND the said ALEXANDER McKOWN, EVA P. McKOWN, ANNA McKOWN and JESSIE McKOWN, four of the parties of the first part, do covenant with the said party of the second part as follows:

FIRST. That the party of the second part shall quietly enjoy the said premises.
 SECOND. That the said ALEXANDER McKOWN, EVA F. MCKOWN, ANNA MCKOWN, and JESSIE MCKOWN, four of the parties of the first part will forever WARRANT the title to said premises.
 IN WITNESS WHEREOF. The said parties of the first part have hereunto set their hands and seals the day and year first above writtens

Alexander McKOWN L.S.
 Individually and as Administrator etc. of
 William McKOWN, deceased.
 Eva F. McKOWN L.S.
 Individually and as Administrator, etc. of William
 McKOWN, deceased.
 Anna McKOWN L.S.
 Jessie McKOWN L.S.
 Viola S. McKOWN L.S.

STATE OF New York, County of Albany ss.: City of Albany. On this Twentieth day of April, in the year Nineteen Hundred and Twenty-seven, before me, the undersigned, personally appeared Jessie McKOWN, Alexander McKOWN, Eva F. McKOWN, Anna McKOWN, and Viola S. McKOWN, to me known and known to me to be the same persons described in, and who executed the within instrument, and they duly severally acknowledged to me that they executed the same.

Frederick S. Harris
 Notary Public, Albany County.

Rec. April 20, 4: 50 P.M. 1927

Clark

THIS AGREEMENT, Made this 30th day of December, 1926 by and between Herbert W. Best, residing in the Village of Middleburg, Schoenroe County, New York, party of the first part, and Anna McKOWN, and Eva F. McKOWN, both residing in the Town of Guilderland, Albany County, New York, parties of the second part, WITNESSETH: WHEREAS, party of the first part has this date entered into a contract with Alexander McKOWN, Eva F. McKOWN, Anna McKOWN, and Jessie McKOWN, for the purchase of premises situate on Western Turnpike in the Town of Guilderland, Albany County, New York, and which said premises are more particularly described therein and adjoin on the south and east premises owned by the parties of the second part which were conveyed to them by deed of William McKOWN dated February 25, 1921, and recorded November 11, 1924, in Albany County Clerk's Office in Book 739 of Deeds, page 212, and WHEREAS, the parties hereto are desirous of having a street laid out along the southerly boundary of said premises of parties of the second part and the northerly boundary of said premises said day contracted to be sold to party of the first part. NOW, THEREFORE, in consideration of the premises and of the following mutual promises and of the sum of One Dollar (\$ 1.00) paid by each of the parties hereto to the other, it is mutually agreed as follows:

1. Party of the first part, after taking title to said premises this day contracted to be sold to him by Alexander McKOWN, Eva F. McKOWN, Anna McKOWN, and Jessie McKOWN, and at a date convenient to himself, agrees to lay out, establish and properly grade at his own expense a permanent street at least fifty (50) feet in width running easterly from Guilderland Town Road Number forty-two (42) for a distance of at least three hundred eight (308) feet, which said street shall consist of a strip of land twenty-five (25) feet wide and three hundred eight (308) feet in length taken off from the rear or southerly portion of said premises of parties of second part, and another adjoining strip at least twenty-five (25)

feetwide and at least three hundred eight (308) feet in length from the said premises of party of first part.

2. Parties of second part agree that for the purpose of such a street, party of the first part and his grantees shall be entitled to use and have an easement over said strip of land belonging to them as aforesaid, the same being twenty - five (25) feet in width and three hundred eight (308) feet in length.

3. Party of the first part agrees that parties of the second part shall be entitled to use for the purpose of a street and have an easement over the said portion of said street belonging to him, to wit, the southerly portion of same, being a strip of land at least twenty - five (25) feet in width and at least three hundred eight (308) feet in length.

4. Party of the first part agrees to establish said street at his own expense and to maintain and not close the same, but it is expressly understood that he shall not be obliged to purchase and erect a sidewalk on the northerly side of said street for a distance of three hundred eight (308) feet, that is, on the side owned by the parties of the second part.

5. Parties agree, in the event that the party of the first part has not laid out, established and graded said street prior to the date when parties of second part shall sell or dispose of the whole or any part of the said premises conveyed to them by said deed of William McKown, that parties of the second part or their heirs, grantees or assigns, at the option of either of them, may lay out, establish and grade said street but at their own proper cost and expense, except as to the sidewalk on the southerly side of said street, owned by the party of the first part or his heirs, grantees or assigns, which said sidewalk shall be laid by and at the expense of party of first part, his heirs, grantees or assigns.

6. Parties agree, that, if at any time after party of first part takes title to said premises which he has this day contracted to buy, as aforesaid, and before the party of first part has laid out, established and graded said street, parties of second part elect to lay out the same, the said parties of second part may lay out, establish and grade said street but at their own expense, except as to the sidewalk on portion of street owned by party of first part, which party of first part agrees to lay at his own expense.

7. Parties agree, that irrespective of which party to this contract lays out, establishes and grades said street, the aforesaid two strips of land constituting said street are hereby dedicated for the purpose of such street and each party hereto is entitled to use and have an easement over the land of the other so included in said Street.

8. Parties agree that this contract shall bind the heirs, executors, administrators and assigns of the respective parties.

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

Herbert W Best L.S.

Anne McKown L.S.

Eva P. McKown L.S.

STATE OF NEW YORK COUNTY OF ALBANY SS: CITY OF ALBANY, on this 31ST DAY OF December 1928, before me, the subscriber, personally appeared Herbert W. Best, Anne McKown

and Eva P. 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.

Katherine H. Bezzett

Notary Public, Rensselaer County, N.Y.
Certificate filed in Albany County
My Commission Expires March 30, 1928

Rec. April 20, 5:00 P.M. 1927

Clerk

STATE OF NEW YORK SS: CITY & COUNTY OF ALBANY. JESSIE McKown, being duly sworn, deposes and says; That she is over twenty - one years of age, a resident of the City of New York, now residing at 135 West 122nd Street; that she is a citizen of the United States of America. That she is a daughter of William McKown, deceased, who died November 8, 1924, a resident of Albany County, State of New York, testate, leaving him surviving as his only heirs at law and next of kin, deponent, Jessie McKown, Anna McKown, Anna McKown, Eva P. McKown, his daughters and Alexander McKown, his son.

That deponent's father, was a son of James P. McKown, who died a resident of Albany County on or about February 15th, 1880, a resident of Albany County, leaving him surviving as his only heir at law said William McKown, deponent's said father. That said James P. McKown died intestate. That deponent's father had an uncle whose name was William J. McKown, and who died a resident of the County of Oneida and State of New York, leaving a last will and testament, a certified copy of which is recorded in the Albany County Clerk's Office in Book 323 of Wills at page 134.

That the James P. McKown, who died on or about August 25, 1892, and whose will is recorded in the Albany County Surrogate's Court in Vol. 41 of Wills at page 104, was not the grandfather of deponent. That deponent's grandfather James P. McKown, who died on or about February 15th, 1880 left him surviving his widow, Sarah Anna White McKown, who died a resident of Albany County, February 25, 1881. That at the time of his death deponent's father, William McKown was the owner and fee of certain property located on the southerly side of the Great Western Turnpike in the Town of Guilford, County of Albany and State of New York, and more particularly described in a deed this day given by deponent and her sisters and brother, namely, Eva P. McKown, Anna McKown and Alexander McKown, to Herbert W. Best, of Middleburg, Schoharie County, New York, and this affidavit is made by deponent for the purpose of advising said Herbert W. Best, his heirs, administrators, executors and assigns of the facts herein contained, deponent knowing that said Herbert W. Best relies upon the truth of the information herein contained.

Sworn to before me this 20th day of April, 1927.

Jessie McKown

Frederick S Herold

Notary Public.

Albany County, N.Y.

Rec. April 20, 5:00 P.M. 1927

Clerk